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|---|--|---|--|---|--|--|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30 | | | | 1. Requisition Number | | Page 1 Of 144 | |
| 2. Contract No. | | 3. Award/Effective Date | | 4. Order Number | | 5. Solicitation Number W56HZV-06-R-0467 | |
| 6. Solicitation Issue Date 2006AUG15 | | 7. For Solicitation Information Call: | | A. Name SAM CAMPANELLA | | B. Telephone Number (No Collect Calls) (586) 574-7732 | |
| 8. Offer Due Date/Local Time 2006OCT06 03:00pm | | 9. Issued By TACOM WARREN AMSTA-AQ-ADEF WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: CAMPANES@TACOM.ARMY.MIL | | Code W56HZV | | 10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 336992 Size Standard: | |
| 11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule | | 12. Discount Terms | | 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) <input checked="" type="checkbox"/> | | 13b. Rating DOA4 | |
| 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | 15. Deliver To SEE SCHEDULE | | Code | | 16. Administered By | |
| Code | | 17. Contractor/Offeror | | Code | | 18a. Payment Will Be Made By | |
| Facility | | Code | | 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum | | Code | |
| 19. Item No. | | 20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary) | | 21. Quantity | | 22. Unit | |
| 23. Unit Price | | 24. Amount | | 25. Accounting And Appropriation Data | | 26. Total Award Amount (For Govt. Use Only) | |
| <input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda | | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | | <input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda | | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | |
| <input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 1 Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein. | | <input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: | | 30a. Signature Of Offeror/Contractor | | 31a. United States Of America (Signature Of Contracting Officer) | |
| 30b. Name And Title Of Signer (Type Or Print) | | 30c. Date Signed | | 31b. Name Of Contracting Officer (Type Or Print) | | 31c. Date Signed | |

| 19. Item No. | 20. Schedule Of Supplies/Services | 21. Quantity | 22. Unit | 23. Unit Price | 24. Amount |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

| | | | | | |
|---|--------------------------------|--------------------|---|---|-----------------------|
| 32b. Signature Of Authorized Government Representative | | 32c. Date | 32d. Printed Name and Title of Authorized Government Representative | | |
| 32e. Mailing Address of Authorized Government Representative | | | 32f. Telephone Number of Authorized Government Representative | | |
| | | | 32g. E-Mail of Authorized Government Representative | | |
| 33. Ship Number | | 34. Voucher Number | 35. Amount Verified Correct For | 36. Payment | 37. Check Number |
| <input type="checkbox"/> Partial | <input type="checkbox"/> Final | | | <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | |
| 38. S/R Account Number | 39. S/R Voucher Number | 40. Paid By | | | |
| 41a. I Certify This Account Is Correct And Proper For Payment | | | 42a. Received By (Print) | | |
| 41b. Signature And Title Of Certifying Officer | | | 41c. Date | 42b. Received At (Location) | |
| | | | | 42c. Date Rec'd (YY/MM/DD) | 42d. Total Containers |

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| Name of Offeror or Contractor: | | |

SUPPLEMENTAL INFORMATION

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|-------------------------------------|-------------|
| 1 | 52.204-4016 (TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | MAR/2006 |

(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/ebidnotice.htm>

- (1) The proper TACOM addresses for offer submission are:
 - (i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155. If you datafax your quote, address your header to the buyer's name or e-mail address, and fax to the TACOM Network Server at datafax number 1-586-574-7788.
 - (ii) RFP and Sealed Bidding: Email your offer to: offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.

(2) When datafaxing or emailing an offer, the submitted file cannot exceed 3.5 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.

(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.
[End of Provision]

SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

ACQUISITION STRATEGY

The information below describes our planned acquisition approach. It reflects the Armys total estimated requirements. The solicitation, W56HZV-06-R-0467, clauses, Scope of Work, Purchase Description (PD) and associated information are posted on the All-Terrain Lifter, Army System II (ATLAS II) home page of the World Wide Web at the following site:

<http://contracting.tacom.army.mil/comveh/AtlasII/atlasII.htm>

The Government will regularly post all changes/amendments/updates to the solicitation as well as answers to any industry-generated questions, on this site. Certain documents will only be published on the ATLAS II home page. Offerors are responsible to periodically review and monitor the ATLAS II home page to ensure they have the most current information for this solicitation. If you have any questions regarding web access, direct them to the TACOM Electronic Contracting Help Desk at email: *HYPERLINK "mailto:acqcenweb@tacom.army.mil" acqcenweb@tacom.army.mil

The Government's goal is to buy up to 566 ATLAS II forklifts on a Best Value basis using a five year, firm-fixed-price Requirements Type contract.

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This Request For Proposal (RFP) covers the entire production requirements for the ATLAS II. The Government will use formal source selection procedures to select and offeror whose proposal represents the Best Value to the Government. An offeror's submission must be a complete, stand-alone proposal covering all solicitation requirements. Offerors proposals must be comprehensive, fully responsive to the information requested in the solicitation, and reflect the offerors best prices.

Evaluation/Selection

Based on the criteria set forth in Section M of this RFP, the Government intends to award one contract for vehicle production and related services to the responsible offeror whose proposal, in the Source Selection Authoritys opinion, represents the best value to the Government.

Offerors are cautioned to carefully review cost, schedule and performance requirements of the solicitation. Particular attention is required in Section L, which instructs the offeror how to present its proposal, and Section M, which sets forth the award criteria in their relative order of importance, and the basis for best value selection.

Please note that in Section L.1.1.7 and L.1.1.7.1, the Government intends to use non-government personnel as technical advisors on the Source Selection Evaluation Board. According to the Federal Acquisition Regulation (FAR) 9.505-4, each firm must execute an agreement with each offeror that states that they will protect the offeror's information from unauthorized use or disclosure and also refrain from using the information in the proposals for any purpose other than that for which it was furnished. The company and Point of Contact is also listed in this section.

Evaluation Criteria

Evaluation criteria consist of five factors (in order of importance):

- Technical
- Logistics
- Logistics Past Performance
- Price
- Small Business Participation

Schedule

The Government does not intend to extend the closing date of the RFP. The anticipated acquisition scheduled is posted on the ATLAS II website. Offerors are encouraged to review the anticipated acquisition schedule.

The ATLAS II program is designed with only a single test event (Production Verification Testing) to allow the selected offeror to prove out all performance, reliability, and durability requirements included in the Purchase Description and contract. It is unlike previous Army Rough Terrain Forklift programs that have included both Pre-production Qualification Testing (PQT) and Production Verification Testing (PVT) and allow a "test fix test" and use of the "standard reliability growth model" approach in demonstrating all performance, reliability and durability requirements. In lieu of the two test strategy the ATLAS II schedule allows the selected offeror up to 300 days to finalize development, testing and delivery of the ATLAS II test vehicles for Production Verification Testing (PVT). The additional time in the schedule is intended for the selected offeror to conduct testing of the selected ATLAS II vehicle (up to a PQT) to mitigate the risk of successful completion of the Production Verification Test. The Government reserves the right to witness all testing from the date of contract award through test vehicle delivery.

Pre-Proposal Conference

The Government will host a Pre-Proposal Conference on 24 Aug 2006 in order to help reduce the risk imposed by the ATLAS II aggressive acquisition schedule. The Government will review Sections L and M of the RFP during the conference, and focus on unusual or key features of the solicitation. Prior to and during the conference, Offerors will be provided an opportunity to ask questions anonymously relating to any portion of the RFP. As many questions as possible will be answered during the conference. All questions and answers will ultimately be posted on the ATLAS II acquisition home page and will remain anonymous. Details of the Pre-Proposal Conference will be posted to the ATLAS II acquisition website.

Demonstration Vehicle (DV) for Evaluation

A Demonstration Vehicle (DV) is required to be delivered to Aberdeen Test Center, Aberdeen Proving Grounds, MD as soon as 15 days of proposal closing as instructed by the Procurement Contracting Officer (PCO). Safety requirement that must be certified prior to Government testing of the DV are identified in paragraph L.1.1.9. The DV can be the commercial vehicle that you are proposing to modify in your paper proposal, to meet ATLAS II performance, reliability and durability requirements, up to your proposed ATLAS II forklift. The Government will conduct limited performance and endurance testing, to verify capabilities in accordance with the paper proposals. The Government will also use the DV to assess the risk associated with all proposed modifications of the DV, identified in an offerors paper proposal, required to meet all ATLAS II requirements. The DV will also be used to validate data provided in the logistics

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-06-R-0467 MOD/AMD</p> | <p style="text-align: center;">Page 4 of 144</p> |
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Name of Offeror or Contractor:

proposal.

Incentives

We are offering incentives to encourage early delivery of the test vehicles (five ATLAS II forklifts) and Interactive Electronic Technical Manuals.

Note: To qualify for the early test vehicle delivery incentive, the selected contractor must present documented test results for his ATLAS II. The Government will determine if these documented test results will reduce risk of successful completion of Production Verification Test (PVT) as identified in the ATLAS II PD.

Technical

The ATLAS II PD contains technical requirements that identify both required and desired levels of performance. The required performance levels are the minimum essential capabilities necessary to meet military operational needs. Offerors MUST propose to meet all REQUIRED performance levels. No extra credit will be given for exceeding required or desired performance. However, proposing performance that exceeds the required level of performance, where no desired requirement has been identified, or proposing performance beyond the desired level will only be reflected in the evaluation of risk associated with meeting the required and desired level of performance.

Survivability

The Government intends to perform trade-off analysis for the following ATLAS II survivability requirements that are included in this solicitation and in your proposal. They are:

1. Electromagnetic Interference (EMI) Emissions and Susceptibility, PD paragraph 3.3.16.7.1
2. Near Strike Lightning (NSL), PD paragraph 3.3.16.7.3
3. High Altitude Electromagnetic Pulse (HEMP)/Electromagnetic Environmental Effects (E3), PD paragraph 3.3.16.7, 3.3.16.7.2 and 3.3.16.7.4
4. Nuclear Biological and Chemical (NBC) Contamination Survivable (with the exception of CARC paint), PD paragraph 3.2.5

The Government intends to identify the cost for meeting these unique military requirements and proposing to the ATLAS II user representative that the survivability requirements be traded-off to procure additional ATLAS II forklifts from the requirements type contract.

Offerors are instructed to separately and specifically identify the cost differential (special higher priced parts, labor, etc.) that are included in their proposal and are required to meet the survivability requirements for each of the following four items: (also see L.5.2.3)

- EMI
- NSL
- HEMP/E3
- NBC Contamination Survivability (except for CARC paint)

The Government will provide a summary of these costs to the user and coordinate a decision on what can/cant be traded-off to procure additional ATLAS II forklifts.

The final survivability requirements will be identified and highlighted in the PD and be applicable to offerors Final Proposal Revisions (FPRs) for the ATLAS II. All savings realized from the trade-offs will be used to procure additional ATLAS II forklifts.

Logistics Past Performance

Offerors Past Performance will be evaluated only in terms of Logistics efforts. See Sections L & M of the RFP for details.

Unique Item Identification (UID)

The Department of Defense (DoD) has mandated that Unique Item Identification be included in all applicable solicitation effective January 1, 2004. The Unique Item Identification requirement is located in the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.2117003 and the ATLAS II PD paragraph 3.7. In short, the vehicle, major components and assemblies, and repairable with a cost of \$5,000 or more must be marked with a UID. However, there are many options available on how to make the items, and two different constructs to choose from when marking.

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Name of Offeror or Contractor:

Electronic Training Aid (ETA)

The ATLAS II solicitation includes a requirement for classroom and containerized Electronic Training Aids. If offerors require additional detailed information on the ETA to adequately price, they can arrange a demonstration of an ETA for a Rough Terrain Materiel Handling Equipment System, which is currently located at the U.S. Army Transportation School at Fort Eustis, VA by contacting the PCO.

Crew Protection

The ATLAS II solicitation includes a requirement for an "A/B Crew Protection Kit". It also contains requirements for the Crew Protection Technical Data Package (TDP) to facilitate procurement of the Crew Protection Kit in case of surge requirements. Please see the SOW (paragraph C.20), and PD (paragraph 3.8) for more specifics regarding the Crew Protection Kit and associated TDP.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | <p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>NOTE: <u>FILL ALL CLIN PRICING INFORMATION IN ATTACHMENT 014, PRICING SHEET.</u></p> <p>QUANTITIES USED IN THIS SOLICITATION ARE ESTIMATES.</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST <u>TWO</u> DIGIT SIGNIFIES THE APPLICABLE ORDERING PERIOD AND THE LAST TWO DIGITS SIGNIFY THE ITEM. CLIN 0101 IS FOR THE FIRST ORDERING PERIOD, FIRST ITEM. CLIN 0201 IS FOR THE SECOND ORDERING PERIOD, FIRST ITEM.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE FIRST FIVE YEARS OF THE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING PERIOD</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING PERIOD</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING PERIOD</u> OF THE CONTRACT IS 730 DAYS THROUGH 1094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING PERIOD</u> OF THE CONTRACT IS 1095 DAYS THROUGH 1459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING PERIOD</u> OF THE CONTRACT IS 1460 DAYS THROUGH 1824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING PERIOD IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING PERIOD.</p> <p>(End of narrative A001)</p> | | | | |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 0101 | SECURITY CLASS: Unclassified | | | | |
| 0101AA | <p><u>1ST ORDERING PERIOD-FIRST ARTICLE TEST</u></p> <p>6</p> <p>NOUN: ATLAS II FAT VEHICLE</p> <p>FAT price to include engineering cost, FAT vehicle production, Contractor Test Support Training, and Shipping from Contractor's plant to Test site and return.</p> <p>Per Scope of Work, Section E, and Section F</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Government Approval/Disapproval Days: 240</p> <p>FOB POINT: Destination</p> | 6 | EA | \$ _____ | \$ _____ |
| 0101AB | <p><u>1ST ORDERING PERIOD-PRODUCTION</u></p> <p>54</p> <p>NOUN: PRODUCTION - ATLAS II</p> <p>Price includes BII, COEI, ISP, Hand off, and UID per PD ATPD-2325 and Scope of Work, Section C, paragraph C.1.</p> <p>(End of narrative B001)</p> <p>PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> | 54 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------|
| | <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination | | | | |
| 0102 | SECURITY CLASS: Unclassified | | | | |
| 0102AA | <u>1ST ORDERING PERIOD - ATTACHMENT</u> NOUN: ARCTIC KIT FOR ATLAS II The arctic cold weather starting kit will be installed on the ATLAS II when specified in the delivery order. SEE PD: ATPD-2325, paragraph 3.6.12 The unit price for the Artic Kit is \$_____ (End of narrative B001) | 10 | EA | | \$_____ |
| 0103 | SECURITY CLASS: Unclassified | | | | |
| 0103AA | <u>1ST ORDERING PERIOD-TRANSPORTATION</u> NOUN: FDT FOR ATLAS II FIRST DESTINATION TRANSPORTATION BY ZONE PER PARAGRAPH H.4 ZONE 1_____ ZONE 2_____ ZONE 3_____ ZONE 4_____ ZONE 5_____ ZONE 6_____ ZONE 7_____ ZONE 8_____ ZONE 9_____ ZONE 10_____ ZONE 11_____ ZONE 12_____ (End of narrative B001) | | EA | | \$_____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 0104 | SECURITY CLASS: Unclassified | | | | |
| 0104AA | <u>1ST ORDERING PERIOD-TESTING AT APG</u> NOUN: CONTRACTOR SUPPORT AT APG In accordance with Section C, Scope of Work, paragraph C.15 (End of narrative B001) | | LO | | \$ _____ |
| 0105 | SECURITY CLASS: Unclassified | | | | |
| 0105AA | <u>1ST ORDERING PERIOD-TESTER TRNG</u> NOUN: TESTER TRNG FOR OPERATORS In accordance with Section C, Scope of Work, paragraph C.8.2.6.2 (End of narrative B001) | 1 | | | \$ _____ |
| 0105AB | <u>1ST ORDERING PERIOD-TESTER TRNG</u> NOUN: TESTER TRNG FOR MAINTAINERS (End of narrative B001) In accordance with Section C, Scope of Work, paragraph C.8.2.6.2 (End of narrative B002) | 1 | | | \$ _____ |
| 0105AC | <u>1ST ORDERING PERIOD-I&KP</u> | 1 | | | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| | <p>NOUN: OPERATOR CLASS FOR ATLAS II</p> <p>In accordance with Section C, Scope of Work, paragraph C.8.2.6.3</p> <p>(End of narrative B001)</p> | | | | |
| 0105AD | <p><u>1ST ORDERING PERIOD-I&KP</u></p> <p>NOUN: MAINT CLASS FOR ATLAS II</p> <p>In accordance with Section C, Scope of Work, paragraph C.8.2.6.3</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 2 | | | \$_____ |
| 0106 | <p>SECURITY CLASS: Unclassified</p> | | | | |
| 0106AA | <p><u>1ST ORDERING PERIOD-AOA</u></p> <p>NOUN: ADD ON ARMOR KITS</p> <p>In accordance with Section C, Scope of Work, paragraph C.20 and PD paragraph 3.8</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> | 10 | EA | \$_____ | \$_____ |
| 0106AB | <p><u>1ST ORDERING PERIOD-TRANSPORTATION</u></p> <p>NOUN: FDT FOR ATLAS II ARMOR KITS</p> | 10 | EA | | \$_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| | <p>FIRST DESTINATION TRANSPORTATION BY ZONE PER PARAGRAPH H.4</p> <p>ZONE 1 _____</p> <p>ZONE 2 _____</p> <p>ZONE 3 _____</p> <p>ZONE 4 _____</p> <p>ZONE 5 _____</p> <p>ZONE 6 _____</p> <p>ZONE 7 _____</p> <p>ZONE 8 _____</p> <p>ZONE 9 _____</p> <p>ZONE 10 _____</p> <p>ZONE 11 _____</p> <p>ZONE 12 _____</p> <p style="text-align: center;">(End of narrative B001)</p> | | | | |
| 0107 | SECURITY CLASS: Unclassified | | | | |
| 0107AA | <p><u>1ST ORDERING PERIOD-ATLAS II ETA</u></p> <p style="text-align: center;">NOUN: ATLAS II ETA</p> <p>In accordance with Section C, Scope of Work, paragraph C.18</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>Shipping Destination is Ft. Eustis, VA</p> <p style="text-align: center;">(End of narrative F001)</p> | 3 | EA | \$ _____ | \$ _____ |
| 0107AB | <p><u>1ST ORDERING PERIOD-ATLAS II ETA</u></p> <p style="text-align: center;">NOUN: ETA IN 20 FT. CONTAINER</p> | 1 | EA | \$ _____ | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--------------|--------------|
| | <p>In accordance with Section C, Scope of Work, paragraph C.18</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>Shipping Destination is Ft. Eustis, VA</p> <p>(End of narrative F001)</p> | | | | |
| 0107AC | <p><u>1ST ORDERING PERIOD-ATLAS II ETA</u></p> <p>NOUN: ETA IN 40 FT. CONTAINER</p> | 1 | EA | \$ _____ | \$ _____ |
| | <p>In accordance with Section C, Scope of Work, paragraph C.18</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>Shipping Destination is Ft. Eustis, VA</p> <p>(End of narrative F001)</p> | | | | |
| 0108 | SECURITY CLASS: Unclassified | | | | |
| 0108AA | <u>DATA ITEMS - EXHIBIT A</u> | | | | |
| A001 | <p><u>CONTRACTOR'S PROGRESS, STATUS AND MGT REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| A002 | <p>Contractor's Progress, Status and Management Report per CDRL A001 and C.4</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Deliveries or Performance DOC SUPPL <u>REL_CD</u> <u>MILSTRIP</u> <u>ADDR_</u> <u>SIG_CD</u> <u>MARK_FOR</u> <u>TP_CD</u> 001 3 <u>DEL_REL_CD</u> <u>QUANTITY</u> <u>DEL_DATE</u> 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p> <p>CONFERENCE MINUTES</p> <p>SECURITY CLASS: Unclassified</p> <p>Conference Minutes per CDRL A002 and C.5.4</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Deliveries or Performance DOC SUPPL <u>REL_CD</u> <u>MILSTRIP</u> <u>ADDR_</u> <u>SIG_CD</u> <u>MARK_FOR</u> <u>TP_CD</u> 001 3 <u>DEL_REL_CD</u> <u>QUANTITY</u> <u>DEL_DATE</u> 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------------------------|------------------------------|
| A003 | <p><u>CONFIGURATION STATUS ACCOUNTING INFORMATION</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Configuration Status Accounting Information per CDRL A003 and and C.6.1.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p> | 1 | LO | \$ <u> ** NSP **</u> | \$ <u> ** NSP **</u> |
| A004 | <p><u>LMI SUMMARIES</u></p> <p>NOUN: MAINTENANCE ANALYSIS SECURITY CLASS: Unclassified</p> <p>Maintenance Analysis per CDRL A004 and C.8.2.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> | 1 | LO | \$ <u> ** NSP **</u> | \$ <u> ** NSP **</u> |

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--------------|--------------|
| A007 | Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG_CD MARK_FOR TP_CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423 ELECTRONIC DIAG TESTABILITY ANALYSIS SECURITY CLASS: Unclassified Electronic Diagnostic Testability Analysis per CDRL A007 and C.8.2.2.1 (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG_CD MARK_FOR TP_CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423 | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |
| A008 | Analog Diagnostic Testability Analysis Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG_CD MARK_FOR TP_CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423 | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| A009 | SECURITY CLASS: Unclassified | | | | |
| | Analog Diagnostic Testability Analysis per CDRL A008 and C.8.2.2.2 | | | | |
| | (End of narrative B001) | | | | |
| | <u>Packaging and Marking</u> | | | | |
| | <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination | | | | |
| | <u>Deliveries or Performance</u> DOC | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | |
|-------------------|--|--|-------|------------|---------------|-----------------|--|-----|--|---|-------------------|-----------------|-----------------|-----|---|------------------|---|----|----------|----------|
| A010 | <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>LMI DATA PRODUCTS</u></p> <p>NOUN: PROVISIONING DATA (PPL) SECURITY CLASS: Unclassified</p> <p>Provisioning Data (PPL) per CDRL A010 and C.8.2.3.3</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td>SUPPL</td><td></td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></td></tr><tr><td>001</td><td></td><td>3</td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>1</td><td>SEE DD FORM 1423</td></tr></table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p> | DOC | SUPPL | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> | 001 | | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 1 | SEE DD FORM 1423 | 1 | LO | \$ _____ | \$ _____ |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> | | | | | | | | | | | | | | | | | | |
| 001 | | 3 | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | |
| 001 | 1 | SEE DD FORM 1423 | | | | | | | | | | | | | | | | | | |
| A011 | <p><u>TECHNICAL MANUAL (TM)</u></p> <p>NOUN: COMPILED IETMS SECURITY CLASS: Unclassified</p> <p>Compiled IETMs per CDRL A011 and C.8.2.4.2.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> | 1 | LO | \$ _____ | \$ _____ | | | | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| A012 | <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423 | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |
| | <u>TECHNICAL MANUAL (TM)</u> NOUN: UN-COMPILED IETMS SECURITY CLASS: Unclassified Un-Compiled IETMs per CDRL A012 and C.8.2.4.2.1 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423 | | | | |
| A013 | <u>TECHNICAL MANUAL</u> NOUN: DA OPERATOR'S MANUAL SECURITY CLASS: Unclassified DA Operator's Manual per CDRL A013 and | 1 | LO | \$ | \$ |

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| A015 | <p><u>SPECIAL PACKAGING INSTRUCTIONS (SPI)</u></p> NOUN: PKG DATA, SPI, & TEST RESULTS SECURITY CLASS: Unclassified Special Packaging Instructions per CDRL A015 and C.8.2.5 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD 001 3 DEL REL_CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423 | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |
| A016 | <p><u>TRAINING MATERIALS</u></p> NOUN: LESSON GUIDES IN ASAT SECURITY CLASS: Unclassified Lesson Guides In ASAT per CDRL A016 and C.8.2.6.4 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| | <div>001 3</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 1 SEE DD FORM 1423</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00003) SEE NARRATIVE ON DD 1423</div> | | | | |
| A017 | <div>TRAINING MATERIALS</div> <div>NOUN: TRNG COURSE CONTROL DOCUMENT</div> <div>SECURITY CLASS: Unclassified</div> <div>Training Course Control Document per CDRL</div> <div>A017 and C.8.2.6.5</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 3</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 1 SEE DD FORM 1423</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00003) SEE NARRATIVE ON DD 1423</div> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |
| A018 | <div>TRAINING MATERIALS</div> <div>NOUN: TRNG COURSE COMPLETION REPORT</div> <div>SECURITY CLASS: Unclassified</div> <div>Training Course Completion Report per CDRL</div> <div>A018 and C.8.2.6.6</div> <div>(End of narrative B001)</div> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| | <p>Camouflage Line Art Data per CDRL A020 and C.10</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p> | | | | |
| A021 | <p><u>SAFETY ASSESSMENT REPORT</u></p> <p>NOUN: SAR SECURITY CLASS: Unclassified</p> <p>Safety Assessment Report per CDRL A021 and C.11.2</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| A022 | <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</div> <div>HAZARDOUS MATS MGT PROG (HMMP) REPORT</div> <div>NOUN: HMMP SECURITY CLASS: Unclassified</div> <div>HMMP Report per CDRL A022 and C.12 (End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</div> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |
| A023 | <div>TECHNICAL REPORT-STUDY/SERVICES</div> <div>NOUN: WARRANTY STATUS REPORT SECURITY CLASS: Unclassified</div> <div>Warranty Status Report per CDRL A023 and C.13 (End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| A024 | <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 3</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS</p> <p>(Y00003) SEE NARRATIVE ON DD 1423</p> <p>CONTRACTOR TECHNICAL SERVICE REP REPORT</p> <p>NOUN: TSR REPORT</p> <p>SECURITY CLASS: Unclassified</p> <p>TSR Report per CDRL A024 and C.17</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Deliveries or Performance</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 3</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS</p> <p>(Y00003) SEE NARRATIVE ON DD 1423</p> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |
| A025 | <p>FAILURE ANALYSIS & CORRECTIVE ACTION REPORT</p> <p>NOUN: FACAR</p> <p>SECURITY CLASS: Unclassified</p> <p>Failure Analysis And Corrective Action Report</p> <p>per CDRL A025 and E.8</p> <p>(End of narrative B001)</p> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--------------|--------------|
| A026 | <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423 SCIENTIFIC AND TECHNICAL REPORTS NOUN: CONTRACTOR TEST REPORT SECURITY CLASS: Unclassified Contractor Test Report per CDRL A026 and E.5 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423 | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |
| A027 | TECH DRAWING PKG FOR CREW PROT A/B KIT | 1 | LO | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| | <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div> | | | | |
| 0202 | SECURITY CLASS: Unclassified | | | | |
| 0202AA | <div>2ND ORDERING PERIOD - ATTACHMENT</div> <div>NOUN: ARCTIC KIT FOR ATLAS II</div> <div>The arctic cold weather starting kit will be installed on the ATLAS II when specified in the delivery order.</div> <div>SEE PD: ATPD-2325, paragraph 3.6.12</div> <div>The unit price for the Arctic Kit is \$_____</div> <div>(End of narrative B001)</div> | 10 | EA | | \$_____ |
| 0203 | SECURITY CLASS: Unclassified | | | | |
| 0203AA | <div>2ND ORDERING PERIOD-TRANSPORTATION</div> <div>NOUN: FDT FOR ATLAS II</div> <div>FIRST DESTINATION TRANSPORTATION BY ZONE PER PARAGRAPH H.4</div> <div>ZONE 1_____</div> <div>ZONE 2_____</div> <div>ZONE 3_____</div> <div>ZONE 4_____</div> <div>ZONE 5_____</div> <div>ZONE 6_____</div> <div>ZONE 7_____</div> <div>ZONE 8_____</div> <div>ZONE 9_____</div> <div>ZONE 10_____</div> <div>ZONE 11_____</div> <div>ZONE 12_____</div> | | EA | | \$_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | (End of narrative B001) | | | | |
| 0204 | SECURITY CLASS: Unclassified | | | | |
| 0204AA | <u>2ND ORDERING PERIOD-AQA</u> NOUN: ADD ON ARMOR KITS <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination | 10 | EA | \$ _____ | \$ _____ |
| 0204AB | <u>2ND ORDERING PERIOD-TRANSPORTATION</u> NOUN: FDT FOR ATLAS II ARMOR KITS FIRST DESTINATION TRANSPORTATION BY ZONE PER PARAGRAPH H.4 ZONE 1 _____ ZONE 2 _____ ZONE 3 _____ ZONE 4 _____ ZONE 5 _____ ZONE 6 _____ ZONE 7 _____ ZONE 8 _____ ZONE 9 _____ ZONE 10 _____ ZONE 11 _____ ZONE 12 _____ (End of narrative B001) | 10 | EA | | \$ _____ |
| 0205 | SECURITY CLASS: Unclassified | | | | |
| 0205AA | <u>2ND ORDERING PERIOD - NET OPERATOR</u> | 5 | EA | | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------|
| | <p>NOUN: CONUS FOR ATLAS II</p> <p>CONUS-NET/Operator Training on ATLAS II per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | | | | |
| 0205AB | <p><u>2ND ORDERING PERIOD - NET OPERATOR</u></p> <p>NOUN: OCONUS W/O CONTINGENCY</p> <p>OCONUS-NET/Operator Training on ATLAS II during <u>noncontingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0205AC | <p><u>2ND ORDERING PERIOD - NET OPERATOR</u></p> <p>NOUN: OCONUS W/CONTINGENCY-ATLAS II</p> <p>OCONUS-NET/Operator Training on ATLAS II during <u>contingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1.</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0206 | SECURITY CLASS: Unclassified | | | | |
| 0206AA | <u>2ND ORDERING PERIOD - NET MAINTENANCE</u> | 5 | EA | | \$_____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| | <p>NOUN: CONUS FOR ATLAS II</p> <p>CONUS-NET/Maintenance Training on ATLAS II per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | | | | |
| 0206AB | <p><u>2ND ORDERING PERIOD - NET MAINTENANCE</u></p> <p>NOUN: OCONUS W/O CONTINGENCY</p> <p>OCONUS-NET/Maintenance Training on ATLAS II during <u>noncontingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0206AC | <p><u>2ND ORDERING PERIOD - NET MAINTENANCE</u></p> <p>NOUN: OCONUS W/CONTINGENCY</p> <p>OCONUS-NET/Maintenance Training on ATLAS II during <u>contingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1.</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0207 | SECURITY CLASS: Unclassified | | | | |
| 0207AA | <p><u>2ND ORDERING PERIOD - CONTRACTOR TECH ASSIST</u></p> <p>NOUN: CONUS (FIELD SERVICE REP)</p> | 30 | DA | | \$_____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------|
| 0207AB | <p>CONUS Contractor Technical Assistance per Scope of Work, paragraph C.17.</p> <p>The man-day rate for this CLIN is \$_____</p> <p>(End of narrative B001)</p> <p><u>2ND ORDERING PERIOD-CONTRACTOR TECH ASSIST</u></p> <p>NOUN: OCONUS W/O CONTINGENCY (FSR)</p> <p>OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.17.</p> <p>The man-day rate for this CLIN is \$_____</p> <p>(End of narrative B001)</p> | 30 | DA | | \$_____ |
| 0207AC | <p><u>2ND ORDERING PERIOD-CONTRACTOR TECH ASSIST</u></p> <p>NOUN: OCONUS W/CONTINGENCY (FSR)</p> <p>OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.17.</p> <p>The man-day rate for this CLIN is \$_____</p> <p>(End of narrative B001)</p> | 30 | DA | | \$_____ |
| 0208 | SECURITY CLASS: Unclassified | | | | |
| 0208AA | <p><u>2ND ORDERING PERIOD-ATLAS II ETA</u></p> <p>NOUN: ATLAS II ETA</p> <p>In accordance with Section C, Scope of Work, paragraph C.18</p> <p>(End of narrative B001)</p> | 3 | EA | \$_____ | \$_____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 0208AB | <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>Shipping Destination is Ft. Eustis, VA</p> <p>(End of narrative F001)</p> <p><u>2ND ORDERING PERIOD-ATLAS II ETA</u></p> <p>NOUN: ETA IN 20 FT. CONTAINER</p> <p>In accordance with Section C, Scope of Work, paragraph C.18</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>In accordance with Section C, Scope of Work, paragraph C.18</p> <p>(End of narrative F001)</p> | 1 | EA | \$ _____ | \$ _____ |
| 0208AC | <p><u>2ND ORDERING PERIOD-ATLAS II ETA</u></p> <p>NOUN: ETA IN 40 FT. CONTAINER</p> <p>In accordance with Section C, Scope of Work, paragraph C.18</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> | 1 | EA | \$ _____ | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| | INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination Shipping Destination is Ft. Eustis, VA (End of narrative F001) | | | | |
| 0301 | SECURITY CLASS: Unclassified | | | | |
| 0301AA | <u>3RD ORDERING PERIOD-PRODUCTION</u> NOUN: PRODUCTION - ATLAS II Price includes BII, COEI, ISP, Hand off, and UID per PD ATPD-2325 and Scope of Work, Section C, paragraph C.1. (End of narrative B001) PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. (End of narrative B002) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination | 120 | EA | \$ _____ | \$ _____ |
| 0302 | SECURITY CLASS: Unclassified | | | | |
| 0302AA | <u>3RD ORDERING PERIOD - ATTACHMENT</u> NOUN: ARCTIC KIT FOR ATLAS II | 10 | EA | | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| | <p>The arctic cold weather starting kit will be installed on the ATLAS II when specified in the delivery order.</p> <p>SEE PD: ATPD-2325, paragraph 3.6.12</p> <p>The unit price for the Arctic Kit is \$_____</p> <p>(End of narrative B001)</p> | | | | |
| 0303 | SECURITY CLASS: Unclassified | | | | |
| 0303AA | <p><u>3RD ORDERING PERIOD-TRANSPORTATION</u></p> <p>NOUN: FDT FOR ATLAS II</p> <p>FIRST DESTINATION TRANSPORTATION BY ZONE PER PARAGRAPH H.4</p> <p>ZONE 1 _____</p> <p>ZONE 2 _____</p> <p>ZONE 3 _____</p> <p>ZONE 4 _____</p> <p>ZONE 5 _____</p> <p>ZONE 6 _____</p> <p>ZONE 7 _____</p> <p>ZONE 8 _____</p> <p>ZONE 9 _____</p> <p>ZONE 10 _____</p> <p>ZONE 11 _____</p> <p>ZONE 12 _____</p> <p>(End of narrative B001)</p> | | EA | \$_____ | \$_____ |
| 0304 | SECURITY CLASS: Unclassified | | | | |
| 0304AA | <p><u>3RD ORDERING PERIOD-AOA</u></p> <p>NOUN: ADD ON ARMOR KITS</p> <p>In accordance with Section C, Scope of Work, paragraph C.20 and PD paragraph 3.8</p> <p>(End of narrative B001)</p> | 10 | EA | \$_____ | \$_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0304AB | <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p><u>3RD ORDERING PERIOD-TRANSPORTATION</u></p> <p>NOUN: FDT FOR ATLAS II ARMOR KITS</p> <p>FIRST DESTINATION TRANSPORTATION BY ZONE PER PARAGRAPH H.4</p> <p>ZONE 1 _____ ZONE 2 _____ ZONE 3 _____ ZONE 4 _____ ZONE 5 _____ ZONE 6 _____ ZONE 7 _____ ZONE 8 _____ ZONE 9 _____ ZONE 10 _____ ZONE 11 _____ ZONE 12 _____</p> <p>(End of narrative B001)</p> | 10 | EA | | \$ _____ |
| 0305 | SECURITY CLASS: Unclassified | | | | |
| 0305AA | <p><u>3RD ORDERING PERIOD - NET OPERATOR</u></p> <p>NOUN: CONUS FOR ATLAS II</p> <p>CONUS-NET/Operator Training on ATLAS II per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$ _____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| 0305AB | <u>3RD ORDERING PERIOD - NET OPERATOR</u> NOUN: OCONUS W/O CONTINGENCY OCONUS-NET/Operator Training on ATLAS II during <u>noncontingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1 The unit price for this class is \$_____ (End of narrative B001) | 5 | EA | | \$_____ |
| 0305AC | <u>3RD ORDERING PERIOD - NET OPERATOR</u> NOUN: OCONUS W/CONTINGENCY-ATLAS II OCONUS-NET/Operator Training on ATLAS II during <u>contingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1. The unit price for this class is \$_____ (End of narrative B001) | 5 | EA | | \$_____ |
| 0306 | SECURITY CLASS: Unclassified | | | | |
| 0306AA | <u>3RD ORDERING PERIOD - NET MAINTENANCE</u> NOUN: CONUS FOR ATLAS II CONUS-NET/Maintenance Training on ATLAS II per Scope of Work, paragraph C.8.2.6.4.1 The unit price for this class is \$_____ (End of narrative B001) | 5 | EA | | \$_____ |
| 0306AB | <u>3RD ORDERING PERIOD - NET MAINTENANCE</u> | 5 | EA | | \$_____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| | <p>NOUN: OCONUS W/O CONTINGENCY</p> <p>OCONUS-NET/Maintenance Training on ATLAS II during <u>noncontingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | | | | |
| 0306AC | <p><u>3RD ORDERING PERIOD - NET MAINTENANCE</u></p> <p>NOUN: OCONUS W/CONTINGENCY</p> <p>OCONUS-NET/Maintenance Training on ATLAS II during <u>contingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1.</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0307 | SECURITY CLASS: Unclassified | | | | |
| 0307AA | <p><u>3RD ORDERING PERIOD - CONTRACTOR TECH ASSIST</u></p> <p>NOUN: CONUS (FIELD SERVICE REP)</p> <p>CONUS Contractor Technical Assistance per Scope of Work, paragraph C.17.</p> <p>The man-day rate is \$_____</p> <p>(End of narrative B001)</p> | 30 | DA | | \$_____ |
| 0307AB | <p><u>3RD ORDERING PERIOD-CONTRACTOR TECH ASSIST</u></p> <p>NOUN: OCONUS W/O CONTINGENCY (FSR)</p> | 30 | DA | | \$_____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| | <p>OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.17.</p> <p>The man-day rate for this CLIN is \$_____</p> <p>(End of narrative B001)</p> | | | | |
| 0307AC | <p><u>3RD ORDERING PERIOD-CONTRACTOR TECH ASSIST</u></p> <p>NOUN: OCONUS W/CONTINGENCY (FSR)</p> <p>OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.17.</p> <p>The man-day rate for this CLIN is \$_____</p> <p>(End of narrative B001)</p> | 30 | DA | | \$_____ |
| 0401 | <p>SECURITY CLASS: Unclassified</p> | | | | |
| 0401AA | <p><u>4TH ORDERING PERIOD-PRODUCTION</u></p> <p>NOUN: PRODUCTION - ATLAS II</p> <p>Price includes BII, COEI, ISP, Hand off, and UID per PD ATPD-2325 and Scope of Work, Section C, paragraph C.1.</p> <p>(End of narrative B001)</p> <p>PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.</p> <p>(End of narrative B002)</p> | 120 | EA | \$_____ | \$_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| | <u>Packaging and Marking</u> | | | | |
| | <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination | | | | |
| 0402 | SECURITY CLASS: Unclassified | | | | |
| 0402AA | <u>4TH ORDERING PERIOD - ATTACHMENT</u> NOUN: ARCTIC KIT FOR ATLAS II The arctic cold weather starting kit will be installed on the ATLAS II when specified in the delivery order. SEE PD: ATPD-2325, paragraph 3.6.12 The unit price for the Arctic Kit is \$_____ (End of narrative B001) | 10 | EA | | \$ _____ |
| 0403 | SECURITY CLASS: Unclassified | | | | |
| 0403AA | <u>4TH ORDERING PERIOD-TRANSPORTATION</u> NOUN: FDT FOR ATLAS II FIRST DESTINATION TRANSPORTATION BY ZONE PER PARAGRAPH H.4 ZONE 1 _____ ZONE 2 _____ ZONE 3 _____ ZONE 4 _____ ZONE 5 _____ ZONE 6 _____ ZONE 7 _____ ZONE 8 _____ ZONE 9 _____ ZONE 10 _____ ZONE 11 _____ ZONE 12 _____ | | EA | | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | (End of narrative B001) | | | | |
| 0404 | SECURITY CLASS: Unclassified | | | | |
| 0404AA | <u>4TH ORDERING PERIOD-AOA</u> NOUN: ADD ON ARMOR KITS In accordance with Section C, Scope of Work, paragraph C.20 and PD paragraph 3.8 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination | 10 | EA | \$ _____ | \$ _____ |
| 0404AB | <u>4TH ORDERING PERIOD-TRANSPORTATION</u> NOUN: FDT FOR ATLAS II ARMOR KITS FIRST DESTINATION TRANSPORTATION BY ZONE PER PARAGRAPH H.4 ZONE 1 _____ ZONE 2 _____ ZONE 3 _____ ZONE 4 _____ ZONE 5 _____ ZONE 6 _____ ZONE 7 _____ ZONE 8 _____ ZONE 9 _____ ZONE 10 _____ ZONE 11 _____ ZONE 12 _____ (End of narrative B001) | 10 | EA | | \$ _____ |
| 0405 | SECURITY CLASS: Unclassified | | | | |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------|
| 0405AA | <p><u>4TH ORDERING PERIOD - NET OPERATOR</u></p> <p>NOUN: CONUS FOR ATLAS II</p> <p>CONUS-NET/Operator Training on ATLAS II per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0405AB | <p><u>4TH ORDERING PERIOD - NET OPERATOR</u></p> <p>NOUN: OCONUS W/O CONTINGENCY</p> <p>OCONUS-NET/Operator Training on ATLAS II during <u>noncontingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0405AC | <p><u>4TH ORDERING PERIOD - NET OPERATOR</u></p> <p>NOUN: OCONUS W/CONTINGENCY-ATLAS II</p> <p>OCONUS-NET/Operator Training on ATLAS II during <u>contingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1.</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0406 | SECURITY CLASS: Unclassified | | | | |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| 0406AA | <p><u>4TH ORDERING PERIOD - NET MAINTENANCE</u></p> <p>NOUN: CONUS FOR ATLAS II</p> <p>CONUS-NET/Maintenance Training on ATLAS II per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0406AB | <p><u>4TH ORDERING PERIOD - NET MAINTENANCE</u></p> <p>NOUN: OCONUS W/O CONTINGENCY</p> <p>OCONUS-NET/Maintenance Training on ATLAS II during <u>noncontingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0406AC | <p><u>4TH ORDERING PERIOD - NET MAINTENANCE</u></p> <p>NOUN: OCONUS W/CONTINGENCY</p> <p>OCONUS-NET/Maintenance Training on ATLAS II during <u>contingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1.</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0407 | SECURITY CLASS: Unclassified | | | | |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| 0407AA | <u>4TH ORDERING PERIOD - CONTRACTOR TECH ASSIST</u> NOUN: CONUS (FIELD SERVICE REP) CONUS Contractor Technical Assistance per Scope of Work, paragraph C.17. The man-day rate is \$_____ (End of narrative B001) | 30 | DA | | \$_____ |
| 0407AB | <u>4TH ORDERING PERIOD-CONTRACTOR TECH ASSIST</u> NOUN: OCONUS W/O CONTINGENCY (FSR) OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.17. The man-day rate for this CLIN is \$_____ (End of narrative B001) | 30 | DA | | \$_____ |
| 0407AC | <u>4TH ORDERING PERIOD-CONTRACTOR TECH ASSIST</u> NOUN: OCONUS W/CONTINGENCY (FSR) OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.17. The man-day rate for this CLIN is \$_____ (End of narrative B001) | 30 | DA | | \$_____ |
| 0501 | SECURITY CLASS: Unclassified | | | | |
| 0501AA | <u>5TH ORDERING PERIOD-PRODUCTION</u> NOUN: PRODUCTION - ATLAS II | 120 | EA | \$_____ | \$_____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------|
| | <p>Price includes BII, COEI, ISP, Hand off, and UID per PD ATPD-2325 and Scope of Work, Section C, paragraph C.1.</p> <p>(End of narrative B001)</p> <p>PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> | | | | |
| 0502 | SECURITY CLASS: Unclassified | | | | |
| 0502AA | <p><u>5TH ORDERING PERIOD - ATTACHMENT</u></p> <p>NOUN: ARCTIC KIT FOR ATLAS II</p> <p>The arctic cold weather starting kit will be installed on the ATLAS II when specified in the delivery order. SEE PD: ATPD-2325, paragraph 3.6.12</p> <p>The unit price for the Arctic Kit is \$_____</p> <p>(End of narrative B001)</p> | 10 | EA | | \$_____ |
| 0503 | SECURITY CLASS: Unclassified | | | | |
| 0503AA | <u>5TH ORDERING PERIOD-TRANSPORTATION</u> | | EA | | \$_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | <p>NOUN: FDT FOR ATLAS II</p> <p>FIRST DESTINATION TRANSPORTATION BY ZONE PER PARAGRAPH H.4</p> <p>ZONE 1 _____</p> <p>ZONE 2 _____</p> <p>ZONE 3 _____</p> <p>ZONE 4 _____</p> <p>ZONE 5 _____</p> <p>ZONE 6 _____</p> <p>ZONE 7 _____</p> <p>ZONE 8 _____</p> <p>ZONE 9 _____</p> <p>ZONE 10 _____</p> <p>ZONE 11 _____</p> <p>ZONE 12 _____</p> <p>(End of narrative B001)</p> | | | | |
| 0504 | SECURITY CLASS: Unclassified | | | | |
| 0504AA | <p><u>5TH ORDERING PERIOD-AOA</u></p> <p>NOUN: ADD ON ARMOR KITS</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> | 10 | EA | \$ _____ | \$ _____ |
| 0504AB | <p><u>5TH ORDERING PERIOD-TRANSPORTATION</u></p> <p>NOUN: FDT FOR ATLAS II ARMOR KITS</p> <p>FIRST DESTINATION TRANSPORTATION BY ZONE PER PARAGRAPH H.4</p> <p>ZONE 1 _____</p> <p>ZONE 2 _____</p> <p>ZONE 3 _____</p> <p>ZONE 4 _____</p> <p>ZONE 5 _____</p> | 10 | EA | | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | ZONE 6 _____ ZONE 7 _____ ZONE 8 _____ ZONE 9 _____ ZONE 10 _____ ZONE 11 _____ ZONE 12 _____ (End of narrative B001) | | | | |
| 0505 | SECURITY CLASS: Unclassified | | | | |
| 0505AA | <u>5TH ORDERING PERIOD - NET OPERATOR</u> NOUN: CONUS FOR ATLAS II CONUS-NET/Operator Training on ATLAS II per Scope of Work, paragraph C.8.2.6.4.1 The unit price for this class is \$ _____ (End of narrative B001) | 5 | EA | | \$ _____ |
| 0505AB | <u>5TH ORDERING PERIOD - NET OPERATOR</u> NOUN: OCONUS W/O CONTINGENCY OCONUS-NET/Operator Training on ATLAS II during <u>noncontingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1 The unit price for this class is \$ _____ (End of narrative B001) | 5 | EA | | \$ _____ |
| 0505AC | <u>5TH ORDERING PERIOD - NET OPERATOR</u> NOUN: OCONUS W/CONTINGENCY-ATLAS II | 5 | EA | | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|---------|
| | <p>OCONUS-NET/Operator Training on ATLAS II during <u>contingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1.</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | | | | |
| 0506 | SECURITY CLASS: Unclassified | | | | |
| 0506AA | <p><u>5TH ORDERING PERIOD - NET MAINTENANCE</u></p> <p>NOUN: CONUS FOR ATLAS II</p> <p>CONUS-NET/Maintenance Training on ATLAS II per Scope of Work, paragraph C.8.2.6.4.1</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0506AB | <p><u>5TH ORDERING PERIOD - NET MAINTENANCE</u></p> <p>NOUN: OCONUS W/O CONTINGENCY</p> <p>OCONUS-NET/Maintenance Training on ATLAS II during <u>noncontingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1</p> <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | 5 | EA | | \$_____ |
| 0506AC | <p><u>5TH ORDERING PERIOD - NET MAINTENANCE</u></p> <p>NOUN: OCONUS W/CONTINGENCY</p> <p>OCONUS-NET/Maintenance Training on ATLAS II during <u>contingency operations</u> per Scope of Work, paragraph C.8.2.6.4.1.</p> | 5 | EA | | \$_____ |

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------|
| | <p>The unit price for this class is \$_____</p> <p>(End of narrative B001)</p> | | | | |
| 0507 | SECURITY CLASS: Unclassified | | | | |
| 0507AA | <p><u>5TH ORDERING PERIOD - CONTRACTOR TECH ASSIST</u></p> <p>30</p> <p>DA</p> <p>\$_____</p> <p>NOUN: CONUS (FIELD SERVICE REP)</p> <p>CONUS Contractor Technical Assistance per Scope of Work, paragraph C.17.</p> <p>The man-day rate is \$_____</p> <p>(End of narrative B001)</p> | 30 | DA | | \$_____ |
| 0507AB | <p><u>5TH ORDERING PERIOD-CONTRACTOR TECH ASSIST</u></p> <p>30</p> <p>DA</p> <p>\$_____</p> <p>NOUN: OCONUS W/O CONTINGENCY (FSR)</p> <p>OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.17</p> <p>The man-day rate for this CLIN is \$_____</p> <p>(End of narrative B001)</p> | 30 | DA | | \$_____ |
| 0507AC | <p><u>5TH ORDERING PERIOD-CONTRACTOR TECH ASSIST</u></p> <p>30</p> <p>DA</p> <p>\$_____</p> <p>NOUN: OCONUS W/CONTINGENCY (FSR)</p> <p>OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.17</p> <p>The man-day rate for this CLIN is \$_____</p> <p>(End of narrative B001)</p> | 30 | DA | | \$_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|-------------------------------------|-------------|
| 1 | 52.237-4000 (TACOM) | CONTRACTOR MANPOWER REPORTING (CMR) | NOV/2005 |

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

[End of Clause]

C.1 HARDWARE DELIVERIES

C.1.1 ALL TERRAIN LIFTER ARMY SYSTEM (ATLAS) II.

All ATLAS II vehicles shall meet the technical requirements of Purchase Description (PD) Truck, Fork, Variable Reach, Rough Terrain, 10,000-Pound Capacity PD No. ATPD 2325 (29 April 2005). This statement of work describes the Government and the Contractor responsibilities in support of the ATLAS II Program. Delivery Orders will specify the quantity, delivery dates, destinations, and paint color. All hardware listed in C.1.2, C.1.3, and C.1.4 shall be included in the unit price of the vehicle.

C.1.2 Basic Issue Items (BII)

BII are those minimum items essential to place the ATLAS II in operation, to operate it, and to perform routine operator maintenance and emergency repairs which cannot be deferred until completion of an assigned mission. These may include those select common and special purpose tools, operator publications, and safety equipment (for example fire extinguishers) authorized for the ATLAS II. These will be separately listed by NSN in a table as an appendix in the operator's manual. The contractor shall provide the BII list and shall overpack the components (boxed and strapped to the vehicle) with each vehicle.

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C.1.3 Initial Service Package (ISP)

The contractor shall overpack (box and strap to the vehicle) the list and the components of the ISP with each vehicle. The ISP shall consist of all service parts/items required to meet warranty service intervals and perform the first scheduled maintenance. The contractor shall mark each item with the nomenclature and part number and if available, an NSN, to ensure the correct application.

C.1.4 Component of End Items (COEI)

COEI are those components that are part of the end item but which must be removed from the ATLAS II and separately packaged for military transportation. These will be separately listed by NSN in a table as an appendix in the operator's manual. The contractor shall overpack the list and the components with each vehicle.

C.2 DATA

The contractor shall deliver all data in English in accordance with the requirements in Exhibit A. All data delivered under this contract shall be submitted electronically via diskette/CD ROM or electronic mail in MS Office compatible format.

C.3 RESERVED

C.4 CONTRACT DATA STATUS AND SCHEDULE REPORT

The contractor shall prepare and submit a quarterly status report of work accomplished and data deliverables. The report will be developed in your format, with concurrence from the Government. It is the Governments intention that the quarterly status report will be divided into sections as follows: 1) Reports/Data (Transportability, Safety Assessment Report, etc.), 2) Provisioning, 3) Technical Manuals, 4) Engineering/Testing. The Contractor shall identify the objective of the work that is to be performed, work accomplished during the reporting period, deliverables provided during the reporting period, all work scheduled for the next reporting period, and any outstanding issues or problems. The report shall be submitted in accordance with CDRL A001 for the duration of the contract.

C.5 MEETINGS AND REVIEWS.

C.5.1 Objective. The contractor and government will periodically have meetings and reviews during this contract's performance period, as outlined in C.5.2 below. The objectives of these meetings are to review progress and provide guidance on technical, logistics, contractual or other issues that come up during performance. When meetings are at the contractor's facility, the contractor will make the following available for the government's use: production or other required versions of the ATLAS II needed for viewing; required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data); and computer resources, as needed.

C.5.2 Meetings. The contractor shall participate in following meetings:

a. Start-of-Work Meeting. Within 30 days of contract award, we will hold a Start of Work meeting at TACOM. This meeting may last up to three days. The contractor shall present its plan to manage and develop logistics products and services. The meeting will focus on reviewing the following:

- Contract terms and conditions
- All data requirements
- Required specifications
- Schedule
- Test requirements
- Logistics requirements

b. Pre-Test Meeting, to review and discuss testing, support, and training. This meeting shall be held 10 days prior to beginning government Production Verification Test/First Article Test (PVT/FAT) at Aberdeen Proving Ground, MD, and shall last one day.

c. Program Status Reviews. We will conduct Program Status Reviews (PSRs) approximately every 90 days until Full Material Release is achieved, starting 90 days after the Start of Work meeting until completion of all data deliverables. The meetings will cover the contractor's production status, data deliverable status, and progress on all logistics requirements. Supportability Integrated Product Team (SIPT) meetings will be part of the PSRs. Unless the PCO specifies otherwise, we will hold the reviews at US Army Tank-automotive and Armaments Command, Warren MI, and they will last up to two days. The government and contractor will jointly schedule the meetings and establish the agenda.

d. In-Process Reviews (IPRs). The government may request periodic IPRs at the contractors facility to identify improvements to the contractors manuals, show progress to date, or review data or QA process.

e. Provisioning Conference. Provisioning Conferences will be held in accordance with C.8.2.3.5.

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C.5.3. User Jury. The contractor shall notify the Government when the initial PVT/FAT vehicle(s) have been manufactured. Upon notification that the initial ATLAS II forklifts have been produced, the Government will convene a User Jury at the contractors facility, lasting not more than 3 business days. The User Jury will consist of the Armys subject matter experts on Materiel Handling Equipment (MHE) and include a review and assessment of the ATLAS II configuration, operability and maintainability features. The User Jury assessments may result in recommended configuration changes to the ATLAS II. Changes to the ATLAS II production configuration resulting from the User Jury assessments may be subject to an equitable price adjustment.

C.5.4 Minutes. The Contractor shall develop and submit minutes for each meeting with the Government, within 5 working days after the meeting, in accordance with CDRL A002.

C.6 CONFIGURATION CHANGES

C.6.1 Vehicle Configuration Changes

The contractor shall establish a configuration baseline after completion of Production Verification Test and Government Approval of First Article Test.

C.6.1.1 Engineering Changes Contractor Initiated.

a. It is acknowledged that the contractor may want to offer to the Government configuration changes being introduced to its production during the term of this contract. However, it is important for us to assess the impact of any proposed vehicle changes to the logistics and technical requirements established for this program. The contractor is therefore required to notify the Contracting Officer prior to implementing any configuration changes. The contractor shall submit the configuration change and status information in accordance with CDRL A003.

b. A request for change must be accompanied by supporting documentation and/or information to support our review and decision process. If necessary to validate the change, we reserve the right to require the contractor to do additional tests, up to and including a full First Article Test at no additional cost to the Government.

c. Submit the requests for changes to the configuration baselines to the Contracting Officer at least 60 days before the proposed application date. We reserve the right to disapprove the change within 30 days of receipt of the request. Requests for a change must include the following:

- (1) Rationale to support the necessity of making the change.
- (2) Any test results, planned testing, or other information on previous application of the change to show acceptability.
- (3) Identification of the affected parts and assemblies, drawings, sketches, calculations, and other data necessary to define the nature of the change the contractor is proposing.
- (4) Identification of any impact to manuals, maintenance procedures, repair parts stockage, special tools and test measurement and diagnostic equipment.
- (5) Any proposed decrease in contract price.

d. Government approval of your change does not relieve you from your responsibility to furnish all items in conformance with the contract performance requirements. You shall accept full responsibility for any failure in the operation of the equipment that renders the vehicle not operationally ready as a result of changes we approve.

e. Any adjustment in contract price resulting from any of the changes shall be negotiated between the parties. Downward adjustments in the contract price may occur due to replacement costs of obsolete parts, introduction of special tool, changes in logistics support, or changes to technical manuals since these types of action require Government review, processing and administrative effort. We will not be responsible for additional cost of vehicles, testing or software associated with any change. The Government will not be liable for any cost you may incur due to delay in contract performance as a result of any request for change.

C.6.1.2. Engineering Changes - Government Directed. If the Government would like to change the vehicle configuration, the Procuring Contracting Officer (PCO) will notify you by a request for a technical and price proposal. You shall furnish the proposal, at no cost, within 30 days of receipt of request. Your proposal shall include statements of impact for Integrated Logistics Support, Transportability and MANPRINT.

C.7 VEHICLE HAND-OFF

The contractor will provide a representative to participate in the hand-off of all equipment deliverable under this contract to each gaining unit. The contractor representative will provide technical and operational support and activate the vehicle warranty. The contractor shall deliver all the vehicles ready to operate prior to New Equipment Training. The hand-off effort includes:

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- a. Re-assembly of the vehicle to a fully operational configuration if the vehicle is shipped with any components removed. All tools and equipment required to complete the re-assembly will be the contractor's responsibility.
- b. Inventory of any material shipped with the vehicle, e.g., technical publications, special tools, initial service packages. (If desired, the inventory may be done concurrently with the units inventory.)
- c. Provide one-hour familiarization to 6 to 8 people from the receiving unit on first machine delivered so they can safely move the vehicle until full training is conducted. Familiarization includes operator start-up, operating and shut down procedures, safe operations, and daily and weekly service locations and checks.
- d. Activation of the warranty, which includes stamping the effective date (date of delivery to gaining unit) on the vehicle warranty data plate, discussing with the unit the terms and details of warranty administration, and pointing out the warranty information included in the TMs.

C.8 LOGISTICS MANAGEMENT

C.8.1 Logistics Management. The contractor shall plan and manage an Integrated Logistics Support (ILS) program to ensure supportability for the system through testing and fielding. The contractor shall appoint an ILS Manager responsible for the entire logistics scope of this contract. The contractor shall present an overview of his plan to manage and develop logistics products and services at the start of work meeting. The contractor shall participate in (co-chair) government scheduled Supportability Integrated Product Team (SIPT) meetings as necessary.

C.8.2 ILS Development. The contractor shall conduct Supportability Analyses to develop logistics products described in this contract. The contractor will use MIL-PRF-49506, Performance Specification, Logistics Management information, in identifying content, format, delivery and related guidance for logistics data.

C.8.2.1 Maintenance Planning

C.8.2.1.1 Maintenance Analysis. The contractor shall conduct Supportability Analysis to determine the maintainability characteristics of the ATLAS II system. The analysis shall be documented in the contractors format as an LMI summary entitled Maintenance Analysis, and will identify the maintenance functions, level of maintenance, manpower, spare parts and support equipment required for each repairable item. The analysis will reflect the Army's two-level maintenance concept of Field Maintenance and Sustainment Maintenance. The analysis will be in end item hardware breakdown sequence, and will also identify Functional Group Codes In Accordance With TB 750-93-1 (with Change 5, dated 27 Jun 1983), for each repairable item. Instructions are contained in Attachment 002, Maintenance Analysis. The LMI summary shall be delivered IAW CDRL A004.

C.8.2.1.2 Support Equipment Tools and Test Equipment (STTE). The contractor shall conduct Supportability Analysis and deliver a list of Support Equipment Tools and Test Equipment in accordance with CDRL A005. The list shall be in tabular form and shall identify special tools and test equipment not contained in U.S. Army Supply Catalogs. Supply Catalogs (SC) contain common tool sets and are listed at US Army LOGSA web site at <https://weblog.logsa.army.mil/sko/index.cfm>. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code, National Stock Number (NSN), if assigned, Part Number, level of maintenance, and price of each item on the list.

Note: New TMDE items, those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The contractor shall provide all required data for all new TMDE.

*HYPERLINK "http://www.army.mil/usapa/epubs/xml_pubs/p700_60/head.xml"

Note: The following paragraphs are included to clarify special tools for Army use. Special tools are not identified as components in a set, kit or outfit (SKO) SC. Special tools are--

- a. Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by functional group codes in RPSTLs and located in TMs as appendices. Fabricated tools are used on a single end item.
- b. Tools that are supplied for military applications only (for example, a cannon tube artillery bore brush) or tools having great military use but having little commercial application.
- c. Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports that end item/unit (for example, a spanner wrench used on a specific Ford engine model and on no other engine in the Army inventory).

C.8.2.1.3 National Maintenance Work Requirements (NMWR).

C.8.2.1.3.1 NMWR Candidate List. The NMWR candidate list will be a product of the Maintenance Analysis (C.8.2.1.1). As part of the

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Maintenance Analysis, any component coded for repair at sustainment level of maintenance with a unit price in excess of \$1000 will be a NMWR candidate. The contractor will annotate these components on the Maintenance Analysis and provide them on a separate list at the final Maintenance Analysis review. The government will review and approve the final list of NMWR candidates.

C.8.2.1.3.2 NMWR Data Summary.

The contractor shall perform a supportability analysis called a data summary for each component on the government approved NMWR candidate list. The summary may be in the contractor's format, and shall be documented in accordance with Attachment 003 (NMWR Candidate List). The contractor shall also indicate for each NMWR candidate whether the item is currently available as a remanufactured, rebuilt or otherwise refurbished component. In addition, the contractor shall provide the following information for each candidate item:

- a. if directly available from contractor through same supply and distribution channels as all other parts/components.
- b. standard to which the remanufactured, rebuilt or otherwise refurbished:
 - i. like-new condition, using only new components,
 - ii. using nonstandard (oversize/undersize) bearings or other components which may vary from the original component configuration.
- c. warranty, if different from new component
- d. method used to distinguish between new vs. rebuilt/remanufactured component, such as part number difference, etc.
- e. if a commercial reusable container is available for the NMWR component candidate(s), and if the container has a long life(20+ trips) or a short life (10 trips).

The NMWR Data Summary shall be delivered in accordance with CDRL A006.

C.8.2.1.4 The Army Maintenance Management System. The contractor shall fill in a Department of the Army (DA) Form 2408-9, Equipment Control Records (Government furnished form) for each vehicle the contractor delivers as an Acceptance and Registration Report. The form shall be prepared IAW the sample DA Form 2408-9, Attachment 017. The contractor shall have the Defense Contract Management Command (DCMC) Quality Assurance Representative (QAR) complete blocks 22 and 23 as part of the government's final inspection. After the DCMC QAR completes blocks 22 and 23, The contractor shall distribute the DA Form 2408-9 as follows:

C.8.2.1.4.1 Submit the control copy (copy #1) within five (5) working days to:

Director
 U.S. Army Material Commands Logistics Support Activity
 ATTN: AMXLS-MR
 Redstone Arsenal, AL 35898-7466

C.8.2.1.4.2 Submit National Maintenance Point copy (copy #2) within working five days to:

Commander
 U.S. Army Tank-automotive and Armaments Command (TACOM)
 ATTN: AMSTA-LC-CJMK
 Warren, MI 48397-5000

C.8.2.1.4.3 Place logbook copy (copy #3) in a dry protected location, secured in the operator station, and shipped with each vehicle.

C.8.2.2 DIAGNOSTICS.

C.8.2.2.1 Electronic Diagnostic And Prognostic Testability Analysis. The contractor shall perform a testability analysis of the ATLAS II diagnostic and prognostic capability, to include number and types of diagnostic and prognostic tests available for all ATLAS II components, assemblies, systems, and sub-systems. The report shall specify number and types of required TMDE, as well as a brief narrative description of the benefits to be derived from each diagnostic and prognostic test. The report shall contain all standard and proprietary data, data descriptions and error codes necessary to communicate with the electronic control module (ECM) / electronic control unit (ECU) and to maintain the electronically controlled subsystems. The contractor shall provide data, which specifies limits for all parameters, and how to interpret data outside limits. The contractor shall maximize the use of embedded Built-in Test (BIT) / Built-in Test Equipment (BITE) diagnostic and prognostic capabilities. All data buses and diagnostic connectors shall also be identified in detail. The Analysis shall be delivered in accordance with CDRL A007.

C.8.2.2.2 Analog Diagnostic/ Prognostic testability Analysis. The contractor shall perform a testability analysis of the ATLAS II. The report shall include documentation showing complete analog fault isolation capabilities, troubleshooting methodology and prognostic capability for the ATLAS II. The contractor will refer to the list of proposed tests that are referenced in Attachment 015, the DCA Design Guide (Report # CR-82-588-003 Rev 1). The contractor can add to or delete tests from Appendix C as necessary to best obtain ATLAS II diagnostics. The contractor shall also provide the original equipment manufacturer's recommended minimum and maximum parameters for all Diagnostic Connector Assembly (DCA) and Transducer Kit (TK) monitored components. The contractor shall specify level of difficulty

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and time required to physically access test points and type of TMDE required. The Analysis shall be delivered in accordance with CDRL A008.

C.8.2.3 PROVISIONING

C.8.2.3.1 Provisioning Process: The contractor shall provide LMI Data Products (Engineering Data For Provisioning and Provisioning Parts Lists) for parts on each vehicle to be provisioned. Incremental submission of provisioning data is authorized. Each incremental submission shall have no more than 1500 lines per submission. The contractor shall include at least one major assembly in each increment, until all major assemblies have been provisioned. The configuration of the approved FAT vehicle will be the logistics configuration baseline for provisioning and publications.

C.8.2.3.2 Engineering Data for Provisioning (EDFP): Data shall consist of illustrations such as company drawings or commercial parts book pages that clearly identify each new item and its part number. Illustrations shall be annotated with the affected Provisioning Line Item Sequence Number (PLISN) and Provisioning Contract Control Number (PCCN) for the system. The contractor shall furnish an illustration either hard copy or electronic that is legible and representative for each new or changed part number in accordance with CDRL A009.

C.8.2.3.3 Provisioning Master Record (PMR): The contractor shall create and update a PMR for the ATLAS II. Provisioning Conferences will be held at a mutually agreed upon location. All submissions will be labeled initial, changes, deletions or any combination of the three transactions. The contractor shall use the on-line feature to create and update the PMR. The government will provide passwords and instruction for use of this feature. The data will go into a suspense file, to be executed by the government. The data will not be considered accepted until it has passed all manual and computer edits for the system, and the active PMR has been successfully updated. Within 24 hours of each PMR update, the contractor shall notify the government that they updated the PMR and will provide a list of PLISNs submitted, sorted by PCCN, via email to the government representative specified. All submissions of the LMI/PPL data must be compatible with our Commodity Command Standard System (CCSS)/Provisioning On Line System. All LMI data products shall be prepared and delivered in accordance with Attachment 004 (Provisioning Requirements Worksheet) and CDRL A010.

C.8.2.3.4. Provisioning Screening. Contractor shall conduct provisioning screening of each item on the PPL using the Federal Logistics Information System (FLIS) for standardization or NSN assignment. Provisioning screening results will be used to select valid part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. The screening results shall be provided at each Provisioning Conference.

C.8.2.3.4.1 FLIS. For additional information on requesting software and passwords, refer to the Provisioning Screening User Guide at <http://www.dlis.dla.mil/PDFs/provscr.pdf>.

C.8.2.3.4.2 WEBFLIS. For additional information on WEBFLIS, go to *HYPERLINK "http://www.dlis.dla.mil/webflis" www.dlis.dla.mil/webflis. There are two versions of WEBFLIS: Public Query and Restricted/Sign-on. Anyone with access to the Internet may access the Public Query version. The Restricted/Sign-on version requires a valid userid/password to access the system. Userids may be obtained by filling out a registration form. The registration forms are found on the Defense Logistics Information Service (DLIS) web site at <http://www.dlis.dla.mil/>. After accessing the Home Page, go into the Forms and Publications section and select the registration form for WEBFLIS. There are two forms available - one for government workers and one for government sponsored contractors.

C.8.2.3.4.3 Batch submittals to DLIS. For additional information on how to submit batch requests to DLIS, refer to the Provisioning Screening User Guide at *HYPERLINK "http://www.dlis.dla.mil" www.dlis.dla.mil.

C.8.2.3.5 Provisioning Conference. Provisioning conferences will be held at a mutually agreed upon location. The Contractor shall make available two hard copies of LMI/PPL data and a hard copy of the EDFP illustrations for each Provisioning Conference.

C.8.2.4 EQUIPMENT PUBLICATIONS

C.8.2.4.1 The following are the required Operation, Maintenance and Repair Part Manuals that will cover the ATLAS II:

| | |
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| TM 10-3930-XXX-10 | Operators Manual |
| TM 10-3930-XXX-13&P | Field and Sustainment Manual including RPSTL (IETM) |
| TB 10-3930-XXX-14 | Warranty Technical Bulletin |

C.8.2.4.2 The Contractor shall prepare and deliver the following:

C.8.2.4.2.1 You shall develop the Operators and Field and Sustainment Manuals including RPSTL cited above as an IETM IAW MIL-STD-40051-1, Attachment 008 (Publications Requirements), Attachment 009 (RPSTL Requirements), Attachment 005 (-13&P Requirements Matrix), and related CDRLs A011 and A012, using the government furnished Electronic Maintenance System (EMS).

C.8.2.4.2.2 The Contractor will take full advantage of the intrusive testing and data bus interrogation capability of the Next Generation (NG) EMS software and the vehicles on-board Electronic Control Units/Modules. You will design the IETM troubleshooting with intrusive testing and data bus interrogation to help the mechanic accurately isolate the fault. Your IETM intrusive diagnostic approach

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will be based on our comment and review of your intrusive testability analysis report. The intrusive testing will minimally include the following subsystems: engine, engine history data storage, and transmission.

C.8.2.4.2.3 The Contractor shall create the IETMs via the NG EMS content creation web portal. All tools necessary to create the IETM will be available on the web portal. The IETM content generated will be stored in the NG EMS Content Management System (CMS).

C.8.2.4.2.4 You shall also develop the Operators Manual cited above as a Page-Based document/ETM IAW MIL-STD-40051-2, Attachment 008 (Publications Requirement), Attachment 006 (-10 Requirements Matrix), and related CDRL A013. This can be output from the CMS just as the -10 IETM will be.

C.8.2.4.2.5 You shall develop the Warranty TB cited above as a Page-Based document/ETM IAW MIL-PRF-63034B (Bulletins, Technical-Warranty, Preparation of), Attachment 010 (Sample Warranty TB), Attachment 007 (Content/Format Selection Summary Sheet), and related CDRL A014.

C.8.2.4.2.6 The Government requires the following instructions: Inspect, Test, Service, Adjust, Align, Calibrate, Remove/Install, Replace, and Repair which includes Fault Isolation/Troubleshooting, Removal/Installation, Disassembly/Assembly procedures, and Maintenance Actions to identify problems and restore serviceability to an item on all Field level (Unit and Direct Support) components and parts including the listing of items found in Attachment 008 (Publications Requirements).

C.8.2.4.3 You shall perform a 100% validation on all IETM/ETM data to ensure accuracy, compatibility and completeness. You shall ensure that the data accurately reflects and supports only the ATLAS II configuration procured and any and all changes to the configuration resulting from testing, vendor parts supply and production line changes. You shall notify the Government of your planned validation schedule, start date, time, and location of validation 30 days prior to start of your validation; this will allow us time to attend and observe your processes. The Government holds open the option to conduct verification separate from the Contractors validation.

C.8.2.4.4 You shall correct all errors found in all publication deliverables resulting from Contractor and Government Reviews, validation, and verification at no additional cost to the Government.

C.8.2.4.5 The Government will review the Draft manuals to determine if the manuals are complete enough to go to verification (if conducted separately from the Contractors validation) or be returned for corrections. If the Draft manuals pass this review, the Government will perform its verification of the manuals. The Government retains the right to conduct its verification by witnessing the Contractors validation.

C.8.2.4.6 You are required to validate the accuracy and usability of all publication deliverables. You shall have and use documented QA Review Processes and Inspections. The Government has the right to review validation records and witness validation processes. The Government has the right to verify all publication deliverables. Government reviews and verification may be done through statistical sampling and a mix of on-screen review and actual performance; but could include actual performance of all procedures and review of all screens, if deemed necessary by the Government. The Government does not intend to review and verify every screen at every review, but relies on complete, careful editing and review by the Contractor. If there are indications that the Contractor has performed incomplete or inadequate QA reviews, the Government may elect to return products for rework and perform additional reviews on reworked product.

C.8.2.5 Packaging Development. The contractor shall develop and provide packaging data for all TACOM-managed provisioned items (i.e., P coded items other than PR or PZ), logistics data elements for non-TACOM managed items, and maintain and update packaging data for each provisioned item. The contractor shall assess changes and provide packaging impact statements with Engineering Changes submitted per paragraph C.6. For each approved change, the Contractor shall provide new data if sufficient data is not in the TACOM packaging files.

C.8.2.5.1 Packaging/Logistics Data Entry. The Contractor shall develop, maintain and update packaging data IAW Attachment 011 (LMI Packaging Data Products), Attachment 012 (LMI Packaging Data Transaction Format), and CDRL A015. LMI data is required IAW MIL-PRF-49506 and will provide for the entry of information to the computer data base known as the TACOM Packaging Data File.

C.8.2.5.2 Special Packaging Instructions (SPI). The Contractor shall develop a SPI for each TACOM-managed item. The TACOM-managed items are expected to be mainly, but not exclusively, comprised of reparable components, and would include items such as those being considered as NMWR candidate components. Packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. The format and content of SPI shall be IAW CDRL A015.

C.8.2.5.3 Validation Testing of Preservation Processing and Packaging. The Contractor shall validate packaging for each item IAW appendix F of MIL-STD-2073-1D (Standard Practice for Military Packaging). After validation the contractor shall submit a test report that includes photographic records of package and testing and shall be provided concurrently with the SPI submittal (paragraph C.8.2.5.2) IAW CDRL A015.

C.8.2.6 TRAINING

C.8.2.6.1 Test Support Training: The contractor shall develop and conduct an introduction to the vehicle for Government support personnel prior to initial testing. Training dates will be negotiated between the contractor and Government. The training will cover

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system operation and controls required to safely operate the vehicle. The training shall be at least 50% hands on training. The maximum length of the training class is 8 hours. The training shall be conducted at a facility negotiated by the Government. The contractor shall conduct training for a maximum of 12 personnel. Contractor may use commercially available material for this course.

C.8.2.6.2 Operational Tester Training: The contractor shall develop and conduct an Operational/Technical Training Course for Government personnel and Test Players prior to testing. Training dates will be negotiated between the contractor and Government. The training will cover system operating principles and procedures, characteristics, capabilities and limitations, and the maintenance troubleshooting and repair procedures required to satisfy Government testing. The training shall be 70% hands on training. The maximum length of the training class is 40 hours. The training shall be conducted at a facility negotiated by the Government. The contractor shall conduct training for a maximum of 12 personnel. A sample course outline is provided as follows:

Vehicle Introduction and Familiarization
 Controls and Instrumentation
 Safety
 Operator Preventive Maintenance Checks & Services (PMCS) - Before
 Operation of the Vehicle
 Operator Preventive Maintenance Checks & Services (PMCS) - During
 ...Operation of the Vehicle continued...
 Installation, Operation, and Disconnection of the Attachments & Attachment PMCS
 Operator Preventive Maintenance Checks & Services (PMCS) - After
 Maintenance Significant Items (Items required to be maintained during the test and anticipated problem areas)
 Review and Critique

C.8.2.6.3 Instructor and Key Personnel (I&KP). The Contractor shall perform two I&KP classes, one operator and one maintenance course. The Contractor will use the NET programs developed in C.8.2.6.4 to train instructor and key personnel. The contractor shall provide vehicles, special and common tools, parts, training aides, materials, and facilities to conduct training. Target the courses for individuals who are instructors, skilled operators, and mechanics. A second Field Maintenance I&KP class may be required to train Logistics Assistance Representatives (LARs).

C.8.2.6.4 New Equipment Training (NET) Programs: The Contractor shall deliver a Plan of Instruction, Instructor Lesson Plans and a Student Training Guide. Training Materials shall contain equipment and component description, functional data, training handbooks that include, by sub-component for ATLAS II operation, setup and disassembly, inspection, testing, troubleshooting, and safety procedures. The contractor shall develop the training materials using the Automated Systems Approach to Training (ASAT) software in support of course design and development for TRADOC Schools. The Government will provide the ASAT software as Government Furnished Information (GFI). This software will allow for interactive course design, development, pre-authoring, and authoring that is required by TRADOC. Specifically, the ASAT software supports task development, standardized critical task information, and lesson plan/Training Support package (TSP) production capabilities. The contractor shall deliver all course control documents and training materials in an editable ASAT electronic format. All training materials shall be delivered in accordance with CDRL A016.

C.8.2.6.4.1 NET Training Courses: Two courses shall be developed for the ATLAS II:

- a. Operator and Operator Maintenance
- b. Field Maintenance

C.8.2.6.4.1.1 Operator and Operator Maintenance: The course shall be directed to operators of the ATLAS II, covering complete operation, safety, and Operator Preventive Maintenance Checks and Services (PMCS). At a minimum, the course shall be 70% hands on. The Course shall be no more than 40 hours in length.

C.8.2.6.4.1.2 Field Maintenance: The course shall be directed to the maintainers of the ATLAS II, covering PMCS, troubleshooting, diagnosis and repair of engine, fuel, transmission, axle, braking, electrical, hydraulic, pneumatic, boom, and ancillary systems. The course shall be directed toward new technologies and items not currently in the Army system.

C.8.2.6.4.1.3 NET Classes. The NET training will be held at the fielding sites. Fielding sites will be CONUS, OCONUS (non-contingency), and OCONUS (contingency) locations as specified in the Delivery Order. Except where specified, the requirements for CONUS and OCONUS (contingency and non-contingency) NET classes are the same. The contractor shall conduct training with the approved training materials developed under this contract. The contractor shall provide parts, training aids, and materials for all training classes. A maximum of 10 students will attend each class. For OCONUS (contingency) training, there is no limitation on which days during the week that the training will be held or which hours during the day it will be held. The duration of each day will be no more than 14 hours. Each delivery order will specify the training dates, locations, and number of classes. The travel costs, lodging, meals, and incidentals will be negotiated at the time the delivery order is issued, on a firm-fixed price basis, and not to exceed the Joint Travel Regulation.

C.8.2.6.5 Training Course Control Document: For each course, the contractor shall develop a Training Course Control Document describing the course content (subject, topics, task), training material, types and duration of instruction, and resources required to conduct training in an institutional setting. The Training Course Control Document shall contain front matter, introduction, course description data, outline of instruction summary, curriculum outline of instruction, course summary and presentation schedule. Deliver in accordance

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with CDRL A017.

C.8.2.6.6 Training Course Completion Report: The contractor shall complete and deliver a Training Course Completion Report upon completion of each class. The report shall include the course name, vehicle system, dates, student names, rank and MOS, last four number of the social security number (if military), home unit address, and evaluation of student performance and shall be submitted in accordance with CDRL A018.

C.9 Transportability Report.

The contractor shall submit a Transportability Report covering the ATLAS II vehicle in accordance with CDRL A019 that includes data on recommended procedures for positioning and securing the vehicle for transport by trailer and rail car, slinging procedures for lifting the vehicles, and procedures, man-hours and all tools required for any disassembly and re-assembly when transported by highway, rail, marine and air.

C.10 Camouflage Pattern Data.

The contractor shall provide in electronic format top, front, rear, left side, and right side view line art pictures of the entire ATLAS II at 90 degree angle in .JPG format, and Product Drawings in the same five views in AutoCad format, in accordance with CDRL A020. The purpose of this data is to provide the Government a basis for the development of camouflage drawings.

C.11 SAFETY ENGINEERING AND HEALTH HAZARDS

C.11.1 Safety Engineering Principles and Program. The contractor shall follow good safety engineering practices as established by the industry consensus standards and other pertinent regulations. The contractor shall maintain a system safety program in accordance with the Safety System Program Guide, Attachment 013. The contractor shall establish a system safety organization or function with lines of communication between system safety and other functional elements of the program to include overall management. The system safety organization should have the authority, or shall have the means, to acquire the authority for resolution of identified hazards.

C.11.2 Safety Assessment Report (SAR)

a. As a result of system safety analyses, health hazard evaluations such as the Health Hazard Assessment Report, and any independent testing, the contractor shall provide an updated safety and health hazard assessment. The safety and health hazard assessment shall identify all safety and health features of the hardware, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and system users.

b. The contractor shall prepare a Safety Assessment Report in accordance with CDRL A021 and this paragraph. The contractor shall identify all new Safety and Health Hazards associated with the system and incorporate them into the SAR. In preparing the hazard list portion of the Safety Assessment Report, the contractor shall provide a description and effects of each potential or actual safety and health hazard of the vehicle as well as when the hazard may be expected under normal or unusual operating or maintenance conditions. Identify actions taken to mitigate the risk associated with the hazards and categorize these risks before and after mitigation in accordance with the System Safety Program Guide. Risks must be identified by hazard severity, hazard probability and risk level. Mitigation actions include recommended engineering controls, equipment, and/or protective procedures to reduce the associated risk. Include in the SAR copies of the Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. The final updated SAR is subject to TACOM approval. Examples of hazards to be included in this report, but not limited to, are compliance issues with regulatory organizations, confined spaces, fire prevention issues, ergonomic hazards, sharp edges/moving parts, physical hazards (heat or cold stress, acoustical energy, etc.), chemical hazards (flammables, corrosives, carcinogens, etc.), toxic fumes (exhaust emission hazards), electrical issues, and noise.

C.12 HAZARDOUS MATERIALS MANAGEMENT

The contractor shall not use hazardous materials in accordance with paragraph 3.2.2 of the PD.

The contractor shall prepare Hazardous Materials Management Report which, at a minimum, shall identify all hazardous materials required for system production and sustainment, including the parts/processes that require them. This report should be prepared in accordance with National Aerospace Standard 411, section 4.4.1, and delivered in accordance with CDRL A022.

C.13 WARRANTY REPORT

In accordance with CDRL A023, the contractor shall submit a report reflecting all of the warranty claims processed on each vehicle within the appropriate reporting period. In addition to the data required by the DID, the report shall include the number of operating hours on the vehicle at the time of fault.

C.14 PRODUCTION VERIFICATION TEST VEHICLES (PVT)

The contractor shall furnish six (6) All-Terrain Lifter, Army System (ATLAS II) production vehicles in accordance with Purchase

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Description (PD) ATPD 2325 dated 29 April, 2005, Attachment 001. The vehicles will undergo a contractor PVT and government PVT (see clauses E.4, E.5 and E.6). The DoD Index of Specifications and Standards (DODISS) in effect at time of RFP release is the issue that will be used.

C.15 CONTRACTOR SUPPORT OF PRODUCTION VERIFICATION TEST/INITIAL OPERATIONAL TEST (PVT/IOT)

The Contractor shall be responsible for performing all scheduled maintenance and any unscheduled maintenance, within 24 hours of government notification, on the PVT vehicles. The contractor shall be responsible for providing all repair parts and other supplies. The government will provide fuel and lubricants. If the contractor chooses to preposition parts and supplies, the government will provide storage facilities. The contractor shall be liable to initiate corrective action within 24 hours of notification by the Government. The contractor shall provide qualified technical personnel to support government testing on an as needed basis to provide advice, trouble shooting, maintenance, and repair of the vehicle when requested by the government. The contractor must be at the test site within 24 hours of notification by the government.

C.16 VEHICLE REFURBISHMENT

Production Verification Test (PVT) Vehicles. Upon completion of PVT, you will be responsible for transporting the PVT vehicles to your facility. You will completely refurbish the PVT test vehicles to a like new condition and offer these vehicles as part of the contract quantity. The refurbishment must allow these vehicles to meet all required inspection and acceptance criteria for production forklifts delivered under the contract. We will negotiate with you for the refurbishment of the PVT vehicles. The contract will be subject to equitable adjustment.

C.17 CONTRACTOR TECHNICAL ASSISTANCE

The contractor shall provide Contractor Technical Assistance CONUS, OCONUS, and during contingency and non-contingency operations. The contractor shall provide the man-days of service specified in the contract modification. These man-days may be in support of unforeseen events that require support that is not included in any other portion of this contract. We anticipate the effort to include these types of tasks: investigation and diagnosis of problems or issues in the field related to vehicle performance, maintenance, and training. The Contracting Officer shall designate the times and locations of the service to be performed, but will not supervise or otherwise direct activities. The Contracting officer or his authorized representative shall notify the contractor at least three days in advance of CONUS travel and 20 days in advance of OCONUS travel of the date representative(s) are required. Instructions and established itineraries will be provided as necessary.

a. Field Service Representative (FSR). The contractor shall provide FSRs who are thoroughly experienced and qualified to advise and make recommendations to orient and instruct key government personnel with respect to operation, maintenance, and repair of the ATLAS II and its components.

b. FSR Personal Data. The contractor shall make available personal data related to the FSRs including documentary evidence such as birth certification and such evidence as is requested by the local government installation or area in which services are to be performed. The contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person(s) named. The contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the contract modification.

c. Man-Days. The contractor shall provide man-days of service to locations in both CONUS and OCONUS. The government reserves the right to change the number of days of services to be furnished to the extent necessary to conform to our requirements and shall be obligated to pay for only actual services used. Each change in quantity shall be at the Man-day rate established.

(1) The Man-day rate does not include travel costs (airfare, local car rental, lodging, meals, and incidental expenses) of the FSR while performing the services. The travel costs will be negotiated prior to the issuance of the delivery order on a firm-fixed price basis, and not to exceed the Joint Travel Regulation.

(2) A Man-Day is 8 hours. The representative is to work no more than 8 hours per day, 40 hours per week, unless otherwise negotiated. A Man-day of service includes any period during which the representative is delayed or prevented from performing any task only if the delay or non-performance is solely the government's fault. Man-Day(s) of service includes travel time for initial travel from contractor's facility to site of work, for travel between sites of work, and to contractor's facility. It also includes any time that the FSR is preparing required reports at the work site and we can verify the time involved in writing the report.

(3) Saturday/Sunday. When work is not performed on a Saturday/Sunday, and the representative is on site, a man-day shall be charged at the Saturday/Sunday man-day per diem rate only.

(4) Holidays. The government will pay for federal holidays in addition to the actual days worked at the Man-day rate established. The government is not responsible for vacation and other holidays and sick leave pay.

(5) Emergency Leave. The Government is not responsible for any emergency leave that the contractor may grant to the FSR while performing work under this contract. The government is responsible for actual days worked by any qualified contractor representative. It

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is immaterial whether the same representative completes the assignment. The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between sites of work per assignment.

d. Contract Field Service Report/Field Service Representative (FSR) Reports. Each FSR shall prepare and deliver via e-mail a report in accordance with CDRL A024 following completion of each assignment covering his activities.

C.18 ATLAS II ELECTRONIC TRAINING AID (AETA)

C.18.1 The Army requires the ability to provide operator training for the ATLAS II any where in the world, in all environments, within 24 - 48 hours of being notified of the training requirement. Use of ATLAS II forklift to train operators is not acceptable, because it ties up critical Materiel Handling assets that are required to support ongoing mission requirement.

To ensure the Army has the capability to meet these training requirements the Army requires an ATLAS II Electronic Training Aid (AETA). The AETA will be used in its stand alone mode in standard classrooms at the U.S. Army Training and Doctrine Command (TRADOC) schools, but also must come in configurations that are quickly transportable by air, (containerized in air transportable 20 and 40 foot International Standard Organization (ISO) container, highway, rail, and sea and be offered with and without power generation capabilities to enable training under any conditions that the ATLAS II would conduct actual operations.

C.18.2 The core (classroom) AETA will consist of four major components: 1) Visual Display System (VDS), 2) Operator's Station (OS), 3) Instructor's Operation Station (IOS), and 4) an Electronic Control Module (ECM). The Classroom AETA shall be on a fixed motion base.

C.18.2.1 Visual Display System (VDS). The VDS shall provide an interactive, virtual world using a high resolution fully textured displays, that will visually emulate the complete range of actual ATLAS II operations, to include: start up procedures; driving the ATLAS II on-road and off-road; loading and un-loading ammunition, supplies, and equipment onto and from various modes of transport; loading and unloading various unit deployment containers (QUADCONS, Internal Aircraft/Helicopter Slingable Unit (ISU) 60 inch and 90 inch tall containers and TRICONS); handling Air Force 463L pallets with 10,000 pound gross weight loads; using the 6,000 lb and 10,000 lb carriages, transferring palletized or break-bulk cargo onto vehicles from aircraft; using the 6,000 lb fork carriage lifting and positioning a variety of industry standard pallets onto military and commercial semi-trailers and trucks; using 10,000 lb fork carriage and equipped with roller-tines directly load or unload 463L pallets onto or off of all USAF cargo transport aircraft ramps without USAF K loaders; equipped with the 6,000 lb fork carriage stuff and unstuffy 40 inch x 48 inch pallets from chassis mounted 20 foot long International Standardization Organization (ISO) containers, and the front half of 40 foot long ISO containers without a ramp; loading and unloading palletized ordnance and supplies from 20 foot long containers, half-height ammunition containers, Palletized loading system (PLS) flat racks, and Container Roll-In/Out Platform (CROPS) flat racks.

C.18.2.2 Operators Station (OS). The OS will include an operator's seat, all cab and dash instrumentation and controls which will allow the student to virtually operate the ATLAS II forklift, controlling and performing all ATLAS II functions.

C.18.2.3 Instructor Operating Station (IOS). The IOS is the main simulation control point supporting the Instructors role in the simulated training. The IOS is attached to the students Operator Station and initializes/configures the students Operator Station, conducts training scenarios, allows the instructor to input monitors and assesses student performance, and maintains simulation scenarios and the approved curriculum.

C.18.2.4 Electronic Control Module (ECM). The ECM includes the main operating system and simulation software to allow simulation of ATLAS II operations.

C.18.3 The ATLAS ETA will be offered in the following configurations, all configurations identified below will include the four major AETA components identified in paragraph C.18.2 above:

C.18.3.1 Classroom, Single Unit (just the ATLAS ETA itself) shall be on a fixed motion base. It shall consist of the ATLAS II cab, to include the seat and all instruments and controls. It shall include a 6 foot by 8 foot rear projection screen. The keyboard shall be attached to the operators station. The power requirements are standard 120 VAC, maximum 40 Amps per IOS and 109 Amps per OS. The contract will use all ATLAS II software and electronic control modules used on the ATLAS II design. The Classroom, Single Unit ETA shall be configured with 1 visual channel to provide the operator a field of view as seen from the operator's seat and include a "rear view mirror" inset when the ATLAS II would be performing back-up mode operations.

C.18.3.2 In a climate controlled 20 foot ISO container and include the Classroom, Single Unit AETA and a 10KW JP-8 powered, wheel mounted generator.

C.18.3.3 In a climate controlled 40 foot ISO container and include the Classroom, Single Unit AETA, and a table 6 foot in length, which shall be attached to the ISO container, and 6 swivel type chairs and a 10 KW JP-8 powered, wheel mounted generator.

C.18.4 The Contractor shall add an additional electronic control module that includes an added generation II multi-drive interface co-processor for coordination. It shall include a dynamic interface recording/programming/plotting operations. The operating scenario shall be based on the Theater Distribution Center (TDC) operations, i.e. SWA, while incorporating Lessons Learned in-field real time requirements to allow pre-field training and sustainment refresher training for soldiers to interact in an atmosphere more like the TDC

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or AOR Support areas. Cabling required to interface two Classrooms, Single Units, that allows operational interaction between two AETA is also required.

C.18.5 The Contractor shall deliver a Technical Training Manual which will include an instructor's guide with each ATEA.

C.19 INTERIM CONTRACTOR LOGISTICS SUPPORT (ICLS)

We reserve the right to negotiate with you to provide ICLS, which would include but not be limited to spare and repair parts to support initial fielding and the initial support of the ATLAS II forklifts. The period of ICLS shall not exceed two years after the initial ATLAS II forklift is accepted by the government.

C.20 ATLAS II CREW PROTECTION KIT (CPK) AND CPK TECHNICAL DATA PACKAGE

The contractor shall design a Crew Protection Kit, (A/B Kit), to be integrated with the ATLAS II in accordance with paragraph 3.8, Crew Protection Kits, in Purchase Description 2325 dated 20 April 2005. The design effort shall include the use of 3-D CAD models using software compatible with Pro-Engineer. The design of the CPK shall include alterations to existing vehicle systems and components as necessary for safe operation and installation of the CPK. The CPK Technical Drawing Package (TDP) shall be developed and delivered in accordance with CDRL A027.

*** END OF NARRATIVE C 001 ***

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PACKAGING AND MARKING

| | Regulatory Cite | Title | Date |
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| 1 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005) | JUN/2005 |

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

- (a) Definitions. As used in this clause--
 - "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
 - "Concatenated unique item identifier" means--
 - (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
 - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
 - "Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.
 - "DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.
 - "DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
 - "Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.
 - "Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.
 - "Governments unit acquisition cost" means--
 - (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
 - (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
 - (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

[End of Clause]

D.1 PRESERVATION AND PACKAGING

D.1.1 The ATLAS II, including attachments, shall be processed to Level B protection, as defined in MIL-STD-3003, in accordance with the applicable Equipment Preservation Data Sheets (EPDS) which shall have been developed by the contractor and submitted to and approved by TACOM prior to shipping, and prior to "shipping in place." All self-propelled vehicles and mechanical equipment containing internal combustion engines or wet batteries are subject to requirements of Code of Federal Regulation Title 49, for truck and rail transport, International Maritime Dangerous Goods Code, for vessel transport, and AFMAN 24-204 ([http://www.e-publishing.af.mil/pubfiles/af/24/afman24-204\(i\)/afman24-204\(i\).pdf](http://www.e-publishing.af.mil/pubfiles/af/24/afman24-204(i)/afman24-204(i).pdf)) for military air. All components removed from the vehicle for reduction of cube, any accessories, Basic Issue Items, Initial Service Package, Components of End Items, and manuals shall be preserved, packaged, packed, stowed, and secured in accordance with processing requirements described in the approved shipment and storage instructions relating to drive-on/drive-off shipment and temporary outside storage for up to 90 days. Blocking and securement by banding shall prevent movement within the vehicle. BII and other components shall be secured to minimize pilferage and stowed on the vehicle as specified in the manual shipment and storage instructions.

D.1.2 All software/technical data required to be delivered under this contract shall be packaged in accordance with standard commercial practices to deter theft and assure safe arrival at destination without damage to contents.

D.1.3 Heat Treatment and Marking of Wood Packaging Materials:

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of the wood used as inner packaging shall

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ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

D.2 MARKING.

D.2.1 The ATLAS II, processed in accordance with paragraph D.1.1 above, shall be marked in accordance with MIL-STD-129.

D.2.2 The Initial Service Package, BII, and any packaged COEI, shall be marked with a brief description of the contents, with containers marked "ASSORTED BII (OR COEI OR INITIAL SERVICE PACKAGE, etc.) FOR (NSN), (U.S. ARMY REGISTRATION NUMBER), (GROSS WEIGHT (LBS))". Use the NSN and registration number of the vehicle.

D.2.3 Software/technical data shall be marked with the name and address of the consignor, consignee and contract number.

*** END OF NARRATIVE D 001 ***

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INSPECTION AND ACCEPTANCE

| | Regulatory Cite | Title | Date |
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| 1 | 52.211-4016 (TACOM) | CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES | DEC/2005 |

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, zinc phosphate system per TT-C-490. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490.

Corrosion resistance tests on steel substrates will be conducted on a monthly basis using two test coupons. This test frequency shall begin once the process has been found to be in statistical control.

Unless otherwise specified, MIL-P-53022 and -53030 primers on steel substrates shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers on steel substrates shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490 shall be available for review at the applicator's facility.

The prime contractor shall notify the procuring activity no less than 45 days prior to start of pretreatment and painting that the procedure is available for review and approval. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification.

Re-qualification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system approval provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require different controls than those for steel. Hot dipped galvanized surfaces are highly prone to chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. The test coupons must duplicate the production painting process as closely as possible. If production is force cured, test coupons shall be cured in an identical manner.

(b) Qualification and control of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe after removal from the test chamber for coupon evaluation. There shall be no more than 3 mm of corrosion, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at three month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below). If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P with a design of experiments test matrix approved by the procuring activity. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, method b 6 cut pattern. minimum tape adhesion rating of 45 oz. per inch of width) and shall be done no closer than 12 mm from any panel edge or the scribe. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable.

For information purposes:

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700. Documented process controls shall be established which comply with the manufacturer's technical bulletin. Spray-to-waste systems will require fewer process controls than an immersion process.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) has hexavalent chromium content and high VOC level. Bonderite 7400 is an approved, environmentally friendly alternative for wash primer. The application and control process shall be documented. This product is subject to the same salt spray requirements as a zinc phosphated product. The number of process controls for this product is dependent upon its method of application. The specific controls shall be in agreement with the product manufacturer's technical bulletin to provide the level of performance required for zinc phosphated substrates. Spray-to-waste applications will require fewer process controls than an immersion process.

(e) Acceptance of production painted parts is contingent upon the painted surface meeting the dry film thickness and cross hatch

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adhesion requirements. The CARC painted surface shall be free of any blisters, pores or coverage voids.

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| 2 | 52.211-4030 (TACOM) | BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES | DEC/2005 |
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(a) Scope: The requirements contained herein apply whenever any CARC topcoats and primers as specified in MIL-DTL-53072 are cited in the contract.

(b) CARC Primers: Select Army Research Laboratories (ARL) approved powder coat primers can also be used as a replacement for liquid primers such as MIL-P-53022 and MIL-P-53030 primers. Any part that has rust, mill scale, or any other surface contamination must be cleaned prior to the application of any coating IAW TT-C-490.

(c) End-Item Inspection. After the complete paint finish has been applied and cured* (see note below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited.

At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall be the sum of the minimum and maximum thicknesses for individual elements of the paint finish as specified in MIL-DTL-53072. The specific number of test locations shall be agreed to by the Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required topcoat so that the tested area conforms to the requirements total DFT specified in MIL-DTL-53072.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees Fahrenheit for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F minimum.

(d) Test Methods:

(1) The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

- (2) Scribe Tape Test. Shall be IAW ASTM D 3359 Method B, six (6) cut pattern.

(e) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 95% of the surfaces shall meet the minimum and maximum, cumulative dry film thickness requirements. Failure of this test shall result in rejection of the production lot that it represents.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment combination constitutes failure and the production lot is rejected. Removal of overspray does not constitute test failure.

(f) CHEMICAL AGENT RESISTANT COATING (CARC) ON WOOD COMPONENTS.

(1) Wood shall be treated and painted IAW MIL-DTL-53072 section 3.3.4. After treatment, the wood shall provide a paintable surface as described by the paint-ability requirements of Spec TT-W-572, except that the wood species, treatment, and paint shall be the same as furnished for this contract.

- (2) After demonstrating that the paint adhesion requirements are met, and Government inspection/acceptance of this item has

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occurred, any subsequent flaking and peeling of paint from the wood shall not be considered a defect unless the Government establishes that the flaking and/or peeling of the paint was caused by defective workmanship in the application of the paint or the preparation of the painted surface.

[End of Clause]

3 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN NOV/2005
(TACOM)

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: _____
(Name) (CAGE)

(Address) (City) (State) (Zip)

ACCEPTANCE POINT: _____
(Name) (CAGE)

(Address) (City) (State) (Zip)

E. INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES-FIXED PRICE (Aug 1996 FAR 52.246-2)

E.2 RESERVED

E.3 CONTRACT QUALITY REQUIREMENTS

Your inspection system shall conform to the edition of ISO 9002 in effect on the date the solicitation was released. You may use an equivalent inspection system provided that it has been reviewed and approved by the Government.

E.4 FIRST ARTICLE PRODUCTION VERIFICATION TEST (PVT)

First Article Production Verification Test (PVT) shall consist of both a contractor portion and a Government portion. The Contractor portion shall be conducted in accordance with Clause E.5 CONTRACTOR INSPECTION AND TESTING OF PVT VEHICLES. The Government portion shall be in accordance with Clause E.6, FIRST ARTICLE GOVERNMENT PRODUCTION VERIFICATION TESTING (PVT.)

E.5 CONTRACTOR INSPECTION AND TESTING OF PVT VEHICLES

(FAR 52.209-3 First Article Approval-Contractor Testing (Alternate I (Jan 1997) And Alternate II (Sep 1989)

(a) The Contractor shall perform the following inspections and tests on the six forklifts submitted to the Government for First Article PVT (Reference ATPD 2325, April 2003). The examinations specified in Paragraph 4.1.6.1, Quality conformance examination, shall be conducted on all six forklifts. After successful completion of these examinations, the contractor shall conduct, on all six PVT vehicles, the tests required by Paragraph 4.1.6.2 Quality Conformance tests. Additionally, the contractor shall conduct, on at least one of the PVT vehicles, the tests required by the following paragraphs of ATPD 2325, dated April 2005:

| TEST | TEST PARAGRAPH |
|-------------------------------|----------------|
| a) Forklift structure | 4.1.8 |
| b) ROPS and FOPS * | 4.3.20.1 |
| c) Boom overload strength | 4.3.11.7 |
| d) Carriage and fork overload | 4.3.12.5 |

* At the Contractors option, this test may be performed on an equivalent frame as allowed by SAE J1040 and J231, or provide a certified test report showing that the test was already performed on an equivalent ROPS/FOPS installation. A letter from the ROPS and FOPS manufacturer shall be included with the report stating that the ROPS and FOPS are certified for the ATLAS II.

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(b) Government representatives shall be permitted to witness the examination and performance of all contractor inspections and tests. The contractor shall correct any deficiency detected by the contractor's representatives or Government representatives during the inspection prior to delivery of the vehicles to the Government test site(s) for the PVT. The contractor shall correct all deficiencies detected as a result of this inspection at no increase to the contract price. Government acceptance of the PVT vehicles for test shall not imply that the vehicles meet the performance requirements as specified in Section 3 of ATPD 2325 dated 29 April 2005. The requirement for the contractor to correct the deficiencies shall not excuse the contractor from meeting the required delivery schedule. The contractor shall provide notification of contractor conducted testing to the Government in accordance with clause E.9, Government inspection notification. The contractor shall not deliver any vehicle for Government PVT testing without successfully completing the above requirements. After successful completion, and approval from the contracting officer, the contractor shall deliver six ATLAS IIs, at contractor expense, to specified Government test sites for the Government portion of the first article PVT. The Government portion shall be conducted in accordance with clause E.6, First Article Government Production Verification Testing (PVT).

(c) The contractor will complete a test report which documents the inspections and tests conducted by the contractor on the PVT vehicles, (CDRL A026). The contractor shall include in the test report a detailed description of the conformance inspection performed, deficiencies encountered, and action taken to correct the deficiencies. All conformance inspections (examinations and tests) shall be individually addressed, and positive statements assuring compliance to each shall be furnished. Numerical values, specific components, or test data shall be included when applicable as evidence of conformance.

(d) The test report is for the purpose of documenting the results of the contractor's portion of the First Article inspection, production run-in, and tests, as well as to provide documentation of all corrective actions required to bring vehicles in compliance with specification requirements.

E.6 FIRST ARTICLE GOVERNMENT PRODUCTION VERIFICATION TESTING (PVT)

E.6.1 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING - FAR 52.209-4 ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)

(a) The Contractor shall deliver six ATLAS IIs of CLIN 0101AA within 300 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government, at the following address:

- Four ATLAS IIs to Aberdeen Test Center (ATC), Aberdeen, Maryland
- One ATLAS II to White Sands Missile Range, White Sands, New Mexico
- One ATLAS II to prime Contractor or Logistics Subcontractor for logistics development

For first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 240 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the contractors expense

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely

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written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) installment payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

E.6.2 PVT TEST SCENARIO AND VEHICLE DISTRIBUTION

The PVT shall be conducted in accordance with paragraph 4.1.4, First article inspection, of ATPD 2325, dated 29 April 2005. The length of the test is estimated to be six months. The specific test scenario and vehicle distribution shall be as follows:

Vehicle 1 with arctic kit installed. All tests in Column 1 of Table II, Test Schedule, Sec 4.1.7.2, with the exception of paragraph 4.6.4, Reliability and maintenance ratio test, and 4.6.6, Endurance.

Vehicles 2 and 3. Paragraph 4.6.4, Reliability and maintenance ratio test. Each vehicle shall be tested for 75 hours of movement between sites and 425 hours of material handling as defined in Table III for a total of 500 hours each.

Vehicle 4. Paragraph 4.6.4, Reliability and maintenance ratio test, (400 hours) and Paragraph 4.6.6, Endurance (200 hours). The 400 hours of Reliability and maintenance ratio testing shall be comprised of 50 hours of movement between sites and 350 hours of material handling as defined in Table III.

Vehicle 5. Survivability Vehicle. Paragraph 4.2.2., 4.2.3, 4.3.16, 4.3.16.1. The vehicle will undergo survivability testing at White Sands, New Mexico.

Vehicle 6. Logistics Development vehicle with arctic kit installed.

E.7 INSPECTION COMPARISON TEST

a. The Government may select any production vehicle(s) for test at any time during the contract production period and subject this test vehicle(s) to the examination and tests specified in paragraph 4.1.4, First article inspection of ATPD 2325, dated 29 April 2005. The Government will perform the examinations and tests at a site selected by the Government. The Government will select the test vehicle(s) at random from those that have been accepted by the Government but will not include the previously accepted PVT vehicles.

b. Failure of the inspection comparison test vehicle(s) to meet any requirements specified, shall be cause for rejection of the inspection comparison vehicle(s), and may be cause for the Government to refuse to continue acceptance of production vehicles until evidence has been provided by the contractor that corrective action has been taken to eliminate the deficiencies. The contractor shall correct deficiencies in both the test vehicle and all previously produced vehicles at no increase to the contract price.

c. During the period of testing the contractor shall be liable to replace F.O.B. at the test site, those parts which fail to satisfactorily perform their function during test. If the contractor fails to furnish parts within 48 hours after notification, the failure may be cause for refusal by the Government to continue acceptance of production units.

d. The inspection comparison test vehicle(s) which successfully complete the inspection comparison test, may be returned to the contractor's plant, at Government transportation expense, for refurbishing by the contractor. The cost of refurbishing the vehicle(s) shall be negotiated and agreed to by the parties.

E.8 CORRECTIVE ACTION RESPONSES (CARs) FOR TEST INCIDENT REPORTS (TIRs) GENERATED FROM GOVERNMENT TESTING (Reference CDRL DI-RELI-81315(T). CDRL A025)

a. During the course of Government First Article Testing, the government will generate Test Incident Reports (TIRs) (a means by which data collected during government testing will be reported) and send them to the contractor electronically. The government will prepare TIRS in accordance with DA Pamphlet 73-1 the Army Test Incident Reporting System (ATIRS) at URL: (<http://vision.atc.army.mil/>). The

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contractor shall take all necessary steps to gain access to ATIRS for the duration of the contract. The government will input TIRS into the ATIRS system. The contractor is responsible for accessing ATIRS and obtaining all TIRS issued under this contract. The contractor shall respond electronically to all critical, major, and minor incidents with Failure Analysis Corrective Action Reports (FACARS) within three days for critical, five days for major, and ten days for minor incidents from the date of receipt. The contractor shall respond to informational incidents only upon our request. The government will provide all necessary electronic addresses. For each TIR requiring a corrective action, the contractor shall enter the corrective action data directly into ATIRS by e-mail in the correct FACAR format. In each corrective action data submission, the contractor shall include a comprehensive analysis of the incident (description of the failure and the mode of failure), and corrective action taken, or proposed, to prevent recurrence of the incident. The POCs for the ATIRS at Aberdeen Test center (ATC), Aberdeen, Maryland, are listed on the web page. The government shall provide the ATIRS software at the contractor's request in accordance with the instructions at the ATIRS web site.

b. The government will review each of the contractor's responses for adequate analysis. If the government rejects a response, the contractor shall submit a revision within five calendar days.

c. The contractor shall furnish a representative to the corrective action close out meeting(s) if requested.

E.9 GOVERNMENT INSPECTION NOTIFICATION

a. Provide 30 days advance notice to the following offices when the contractor's First Article Test vehicle will be available for the contractor's inspections and tests. The notification will include a draft agenda listing the inspections and tests, approximate duration, date of performance, and location.

1. Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: SFAE-CSS-FP-CE, Warren, MI 48397-5000.
2. Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-LC-CJBB, Warren, MI 48397-5000.
3. Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSRD-TAR-E/MHE-21, Warren, MI 48397-5000.
4. Defense Contract Management Command (DCMC-QAR).

E.10 LOAD TESTING OF PRODUCTION VEHICLES

The contractor shall load test each ATLAS II in accordance with TB 43-0142 by lifting 100% of rated capacity load to maximum lift height, activating the boom to the full forward position (as specified for rated load) and lowering the rated load. The DA Form 2408-9 shall be annotated to state that "this ATLAS II has been Load tested to maximum load as required by Army TB 43-0142, Safety Inspection and Testing of Lifting Devices," and include the date that the load test was completed. Any indication of permanent deformation or damage shall constitute failure of the test.

E.11 WELDER CERTIFICATION/WELDING PROCEDURES/AND INSPECTION

All welders performing work on this contract must be qualified, tested and certified to one of the following codes or an equivalent welding test standard:

- a. Structural Welding Code, American Welding Society, AWS D1.1. for steel weldments and AWS D1.2 for aluminum weldments.
- b. Welding Qualifications of the American Society of Mechanical Engineering, ASME, Section IX.
- c. Earthmoving and Construction Equipment Welding, AWS/ANSI D14.3

All welding shall also be performed in accordance with written procedures as defined by one of the above codes. The Government may require the recertification of welders if a problem with weld quality or certification data exists. Records of welder certifications shall be available for Government review and maintained for a period of four years after contract completion. All welds shall be inspected and tested in accordance with the criteria for workmanship and welding quality as stated in one of the above codes. Copies of written welding procedures and drawings specifying welding shall be available at the work station for ease of operator reference and inspection. All welding performed shall be specified by welding symbols on drawings and shall be documented.

E.12 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATING (CARC) ON METALLIC SURFACES (52.211-4030 TACOM DECEMBER 2005):

- (a) Application: MIL-C-46168
MIL-C-53039
MIL-DTL-64159

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted

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for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- 1. Directly adjacent to a weld
- 2. On or directly adjacent to a machine cut or sheared edge.
- 3. On any mechanically formed surface when lubricants/drawing compounds were used.
- 4. On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 to 168 hours.

(e) Test Methods:

1. Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

2. Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

1. Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

2. Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

COATING THICKNESS

| SPECIFICATION | DRY FILM THICKNESS (Mils) |
|---------------|---------------------------|
| DOD-P-15328 | 0.3 - 0.5 |
| MIL-P-23377 | 1.0 - 1.5 |

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|---------------|-------------|
| MIL-P-52192 | 1.0 - 1.5 |
| MIL-P-53022 | 1.0 - 1.5 |
| MIL-P-53030 | 1.0 - 1.5 |
| MIL-C-46168 | 1.8 minimum |
| MIL-C-53039 | 1.8 minimum |
| MIL-P-64159 | 1.8 minimum |
| MIL-DTL-64159 | 1.8 minimum |

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (1) Inadequate cleaning of the substrate.
- (2) Contamination of the surface between coatings.
- (3) Excessive paint film thickness in a single coating application.
- (4) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

E.13 DEFINITION OF FAILURE

"Failure for the purpose of First Article Testing is defined as any incident resulting in noncompliance with applicable specification performance requirements, or reduced item performance or interruption of test which may cause:

- (1) Inability of the end item to meet all requirements of Section IIII of the applicable end item specification.
- (2) Damage to the item by continued operation.
- (3) Personnel safety hazard.

E.14 MANUFACTURING STANDARD

A representative FAT vehicle shall remain at the manufacturing facility as a production standard. The contractor shall maintain the vehicle in a serviceable condition for the time it is used as a production standard and it shall be the last item shipped on the contract.

*** END OF NARRATIVE E 001 ***

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DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| 2 | 52.247-48 | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION) | FEB/1999 |
| 3 | 52.247-4009 (TACOM) | DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY | AUG/2003 |

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

F.1 REQUIRED DELIVERY SCHEDULE

a. The contractor shall present six Government First Article Test Vehicles 300 days after contract award.

b. Delivery Schedule For Production Vehicles:

(1) For all delivery orders which is issued prior to Government approval of First Article Testing (FAT), the parties will negotiate the delivery schedule.

(2) For any delivery order which is issued after the Government approval of FAT, deliveries shall start 120 days after the delivery order is issued if the contractor has completed deliveries on all previous delivery orders. If the contractor has not completed deliveries on all previous delivery orders, delivery shall begin at the end of the last order. Monthly quantities will be negotiated at the time the delivery order is issued.

(3) There are no other quantity limitations to the Delivery Orders the Government intends to issue over the term of this contract. However, unless otherwise agreed, the contractor will not be required to produce more than 30 vehicles in any 30 day period.

(4) Acceleration of delivery orders is NOT acceptable without written approval from the Contracting Officer.

F.2 DEFINITION OF DAC

For all data and hardware deliveries, "Days After Contract Award (DAC)", applies to the date specific delivery orders are awarded, not the date the basic contract is awarded. For example, if we issue a delivery order six months after the basic contract is awarded, the FAT vehicles and the associated data are due according to the timeframe established in the contract, starting at the date of the delivery order.

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*** END OF NARRATIVE F 001 ***

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CONTRACT ADMINISTRATION DATA

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|----------------------|-------------|
| 1 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

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| 2 | 52.204-4011 (TACOM) | PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) | OCT/2005 |
|---|------------------------|---|----------|

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

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SPECIAL CONTRACT REQUIREMENTS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| 2 | 252.225-7013 | DUTY-FREE ENTRY | JUN/2005 |
| 3 | 252.225-7043 | ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (See DFARS 225.7401(b) for paragraph C fill-in.) | MAR/2006 |
| 4 | 252.228-7003 | CAPTURE AND DETENTION | DEC/1991 |
| 5 | 252.225-7040 | CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES | JUN/2005 |

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

- (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in

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the contract.

(1) All required security and background checks are complete and acceptable.

(2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure

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the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

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[End of Clause]

6 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

7 52.225-4040 ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED JUN/2005
(TACOM) CONTRACTORS

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and

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(4) Upon exiting the Theatre of Operations.

[End of Clause]

8 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2005
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil. If Wide Area Workflow (WAWF) is used, the .pdf format version of the Material Inspection and Receiving Report from WAWF will be submitted.

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

H.1 CONTRACTOR RESPONSIBILITY FOR AR 700-142 MATERIAL RELEASE COMPLIANCE

a. Contractors need to be aware that TACOM must meet the requirements of AR 700-142 and obtain formal Material Release prior to introducing a new item for use by active Army units, and that the end item required hereunder qualifies as a new item. In addition to the actual test items provided by the contractors to demonstrate actual performance, there are significant information requirements as called out in this contract that are needed to support the AR 700-142 Material Release. Contractors should familiarize themselves with the relationship between the information requirements of the contract for a material release. A significant, critical part of the support for the material release is based on data and information provided under this contract.

b. Contractors play a crucial role in a successful Material Release by providing accurate and timely data and information allowing TACOM to prepare a material release package that will satisfy the detailed requirements of AR 700-142. The Government has allowed sufficient time in the contract schedule for the contractor to deliver necessary data and the government to prepare the necessary documents to obtain a full Material Release prior to fielding of contractually required hardware to field units.

c. Failure to provide accurate and timely data as required by the contract causes the Army significant harm, both operationally and financially.

d. The Contracting Officer has the right to unilaterally extend the delivery schedule of the vehicles, at no cost to the government, by the period of time equal to any delay in delivery of acceptable logistics data or LMI. The government further has the right to refuse to inspect and accept vehicles in advance of the extended delivery schedule. During the period of any delays in inspection and acceptance due to late or deficient delivery of data, the contractor shall store all vehicles produced at no cost to the government. During any such time, preservation and protection of stored vehicles to insure compliance with the Purchase Description of this contract will be the responsibility solely of the contractor.

H.2 REQUIREMENT FOR WARRANTY

The contractor shall provide its standard commercial warranty with all applicable pass through warranties. The warranty will be incorporated in the contract as Attachment 018.

H.3 ORDERING YEAR

For purpose of defining ordering year the first ordering year begins on the date of award of this contract. The remaining ordering years commence on the anniversary date of the initial contract award.

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H.4 FIRST DESTINATION TRANSPORTATION ZONES

The Continental United States is divided into zones for the purposes of facilitating shipping charges as follows:

- Zone 1: Washington, Oregon, Idaho
- Zone 2: California, Nevada
- Zone 3: Montana, Wyoming, North Dakota, South Dakota, Nebraska
- Zone 4: Utah, Arizona, Colorado, New Mexico
- Zone 5: Minnesota, Wisconsin, Iowa, Michigan
- Zone 6: Kansas, Oklahoma, Missouri, Arkansas
- Zone 7: Texas, Louisiana
- Zone 8: Illinois, Indiana, Ohio, Kentucky
- Zone 9: Tennessee, Mississippi, Alabama
- Zone 10: Maine, New Hampshire, Vermont, Rhode Island, New York, Massachusetts, Connecticut
- Zone 11: Pennsylvania, New Jersey, Delaware, Virginia, District of Columbia, Maryland, West Virginia
- Zone 12: North Carolina, South Carolina, Georgia, Florida

For Outside the Continental United States (OCONUS) shipments, the contractor is responsible only for costs to the port of embarkation.

H.5 INCENTIVE FOR EARLY DELIVERY OF PRODUCTION VERIFICATION TEST (PVT) VEHICLES AND INTERACTIVE ELECTRONIC TECHNICAL MANUALS (IETMS)

H.5.1 The government is offering contractors two types of incentives:

- a. The first incentive is for early delivery of all five of the first article test vehicles (see paragraph H.5.2).
- b. The second incentive is for early delivery of the Interactive Electronic Technical Manuals (IETMs) (see paragraph H.5.3. note there is penalty for late delivery of the IETMs see paragraph H.5.4)

H.5.2 INCENTIVE FOR EARLY DELIVERY OF PRODUCTION VERIFICATION TEST (PVT) VEHICLES - The ATLAS II program is designed with only a single test (Production Verification Testing) to allow the selected offeror to prove out all performance, reliability, and durability requirements included in the Purchase Description and solicitation. It is unlike previous Army Rough Terrain Forklift programs that have included both Pre-production Qualification Testing (PQT) and Production Verification Testing (PVT), which are identical and allow a test fix test and use of the standard reliability growth model approach in demonstrating all performance, reliability and durability requirement. In lieu of the two test strategy, the ATLAS II schedule allows the selected offeror up to 300 days to finalize development, testing and delivery of the ATLAS II test articles for Production Verification Testing (PVT). The additional time in the schedule is intended for the selected offeror to conduct significant testing of the ATLAS II vehicle (in lieu of a PQT) to reduce the risk of successful completion of the single Production Verification Test.

Note: To qualify for the early test vehicle delivery incentive, the selected contractor must present documented test results for his ATLAS II, which in the judgment of the Government is equivalent to a contractor conducted Production Verification Test (PVT) as identified in the ATLAS II PD.

The contractor is required to deliver the 5 test vehicles (4 to ATC, MD, 1 to White Sands, NM), 300 DAC, in accordance with provisions F.1 of this solicitation. The 6th test vehicle will be designated as the Logistics Development Vehicle and will be retained at the contractor or logistics sub-contractors facility to facilitate development of the logistics deliverable required by this contract. However, the government desires to further expedite the program through earlier delivery of the Test vehicles if possible. All 5 test vehicles must be delivered early to receive the incentive. If early delivery of the test vehicles is staggered, but the total quantity is ultimately delivered early, the government will pay the bonus based on the date the last vehicle is delivered. For example, if four of the vehicles are delivered in 210 DAC, and the remaining vehicle is delivered by 270 DAC, the bonus will be paid for all 5 test vehicles on the 270 DAC delivery. The government will pay the contractor a bonus for early delivery as follows:

The following incentive dollar amounts will be added to the CLIN for test vehicles for meeting the following deliveries:

- a. \$200,000 for delivery at 210 days after contract award
- b. \$150,000 for delivery at 240 days after contract award
- c. \$100,000 for delivery at 270 days after contract award

Note: The government will pay a pro-rata amount for delivery of all five vehicles after the 210 days and ending on the 270th day after contract award.

In addition to the delivery and acceptance of the test vehicles, the contractor must also provide the following items prior to the time frames above in order to receive the applicable incentive award:

- a. All contractor support of government testing identified in C.15 of the contract.

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- b. Safety Assessment Report (SAR) required in C.11.2 and CDRL A021.
- c. Transportability Report required in C.9 and CDRL A019.
- d. -10 Level (Operators Technical Manual) Draft Equipment Publication (DEP) required by C.8.2.4.2.4 and CDRL A013.
- e. Draft New Equipment Training (NET) materials to conduct Operational Tester Training, C.8.2.6.4 and CDRL A016.

All items and data must be accepted by the government prior to the required delivery dates to receive the incentive payments. The incentive payment will be paid upon successful completion of the government test.

H.5.3. INCENTIVE FOR EARLY DELIVERY OF INTERACTIVE ELECTRONIC TECHNICAL MANUALS (IETMs) - The contractor is required to deliver an IETM in accordance with provisions in C.8.2.4.2.1 and CDRL A011. Delivery of this data is important for the government to be able to field the vehicles on schedule.

The following incentive dollar amounts will be added to the ELIN for IETMs:

- a. \$200,000 for delivery at 390 days after contract award
- b. \$150,000 for delivery at 420 days after contract award
- c. \$100,000 for delivery at 450 days after contract award

Note: The government will pay a pro-rata amount for delivery of the IETMs after the 390 days and ending on the 450th day after contract award.

The incentive will be paid only if all IETMs (DEP) are delivered within the specified timeframes and following Government review are determined by the Government to be complete enough to go to verification (IAW Clause C.8.2.4.5). In addition, the incentives will only be paid if the Final IETMs and all applicable copyright releases are delivered and accepted by the government in accordance with the existing schedule to support a 30 Aug 08 First Unit Equip Date. The incentives will be paid upon the Governments final acceptance of the ATLAS II IETMs.

H.5.4 PENALTY FOR LATE DELIVERY OF INTERACTIVE ELECTRONIC TECHNICAL MANUALS (IETMS) The contractor is required to deliver IETMs in accordance with provisions in C.8.2.4.2.1 and CDRL A011. Delivery of this data is important for the government to be able to field the vehicles on schedule. Therefore, the government will deduct from the contract price the following amounts as consideration for late delivery:

- a. \$100,000 for delivery of the IETMs up to 30 days late.
- b. \$150,000 for delivery of the IETMs up to 60 days late.
- c. \$200,000 for delivery of the IETMs up to 90 days late.
- d. TBD for delivery of the IETMs more than 90 days late.

Note: The government will deduct a pro-rata amount for late delivery of the IETMs beginning on the first day the IETMs are delivered late and ending on the 90th day. Consideration for delivery of the IETMs more than 90 days late will be negotiated between the parties.

H.6 SUSTAINMENT PARTS SUPPORT FOR PROPRIETARY ITEMS. It is estimated that the life expectancy for the ATLAS II is 20 years. In the event that a supplier(s) of a proprietary item(s) used in support of the ATLAS II goes out of business or refuses to support the equipment, the Government requires notification of such action at least 3 months before such action occurs. If support ceases, the Government requests that the Contractor provide the Technical Data Package (TDP) for the support item, or provide the Government an opportunity to make a lifetime buy of the item(s). The Government also requires timely notification from the prime Contractor if a subcontractor makes a significant change to the item(s) that would warrant an upgrade or modification to the item(s).

H.7 INTERNET PROTOCOL VERSION 6 (IPV6)

The Contractor warrants that each item delivered under this contract shall be able to accurately transmit, receive, process, and function correctly using the Internet Protocol Version 6 (IPv6). Specifically, the Contractor warrants that: 1) each item delivered complies with the current Joint Technical Architecture (JTA) developed IPv6 standards profile; 2) each item delivered maintains interoperability with IPv4 (specifically, is able to operate on/coexist on a network supporting IPv4 only, IPv6 only, or a hybrid of IPv4 and IPv6) and 3) each item delivered is supported by the Contractors IPv6 technical support. Additionally, as IPv6 evolves, the Contractor commits to upgrading or or providing an appropriate migration path for each item delivered. If the contract requires that specific listed products must perform as a system, then the above warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any product whose non-compliance is discovered and make known to the Contractor in writing within one year after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the

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Government may otherwise have under this contract with respect to defects other than IPv6 performance.

*** END OF NARRATIVE H 001 ***

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CONTRACT CLAUSES

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|----|------------------------|--|-------------|
| 1 | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN/2006 |
| 2 | 52.219-16 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN | JAN/1999 |
| 3 | 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA | JAN/1997 |
| 4 | 52.228-3 | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) | APR/1984 |
| 5 | 52.228-4 | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS | APR/1984 |
| 6 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR/2003 |
| 7 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| 8 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| 9 | 52.247-1 | COMMERCIAL BILL OF LADING NOTATIONS | FEB/2006 |
| 10 | 52.248-1 | VALUE ENGINEERING | FEB/2000 |
| 11 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| 12 | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS | NOV/2005 |
| 13 | 252.228-7000 | REIMBURSEMENT FOR WAR-HAZARD LOSSES | DEC/1991 |
| 14 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | SEP/2005 |
| 15 | 252.242-7003 | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS | DEC/1991 |
| 16 | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS | AUG/2006 |

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

[X] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

[] (4) [Reserved]

(5)

[] (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-6.

[] (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

[] (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

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☒ (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10)

☐ (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of 52.219-23.

☒ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

☒ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

☒ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22)

☐ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

(24)

☐ (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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- [] (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- [] (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- [] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- [] (32) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- [] (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- [] (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (35)

- [] (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).
- [] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- [] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).
 - [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
 - [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - [] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not

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required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

17 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through five years from the Date of Contract Award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

18 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 200.

(2) Any order for a combination of items in excess of 200; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice,

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the Government may acquire the supplies or services from another source.

[End of Clause]

19

52.216-21

REQUIREMENTS

OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six and one half years after Contract Award.

(End of clause)

20

252.212-7001

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

JUL/2006

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[X] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

[X] 52.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

[X] 52.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

[] 52.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

[X] 52.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

[X] 52.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

[X] 52.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

[X] 52.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

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[X] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

[X] 252.225-7021 Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

[] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

[] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

[] 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) ([] Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

[] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

[X] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

[X] 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

[X] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

[X] 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

[] 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

[X] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

[X] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) ([] Alternate I) (MAR 2000) ([] Alternate II) (MAR 2000) ([] Alternate III) (MAY 2002) (10 U.S.C. 2631).

[] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

[End of Clause]

21 52.204-7 CENTRAL CONTRACTOR REGISTRATION OCT/2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master

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file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

22 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and

ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

23 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS SEP/2005

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.

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(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

24 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR DEC/2004
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to

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pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance

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Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

25 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

26 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

27 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION (TACOM) MAR/2005

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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
http://contracting.tacom.army.mil/ebidnotice.htm

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

28 52.211-4019 SOURCES OF SUPPLY FOR TIRES ON TACTICAL WHEELED VEHICLES - ALTERNATE APR/2000
 (TACOM) I

(a) Definition.

Qualified Tire Part Numbers: means any tire part number that you, as the vehicle manufacturer, have qualified for possible inclusion on the vehicle at the time of government final acceptance of the vehicle.

(b) Except as provided in (c) below, you must identify and list on the following lines, a minimum of three qualified tire part numbers, their corresponding manufacturer and National Stock Number (if an NSN is available), to provide alternate sources of supply for future spare tire procurements for the vehicles deliverable under this contract. By identifying tires on the lines below, you represent that (1) such tires comply with all applicable requirements in the vehicle specification; and (2) when such tires are applied at any wheel position, they shall not cause any adverse vehicle handling effects, when combined with the other approved manufacturers' tires listed below. List on the first line the tire you expect to have on the vehicle at time of government final acceptance.

| MANUFACTURER | MFG PN | NSN | QPL Number |
|--------------|--------|-----|------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

(c) In the event you cannot provide at least three (3) qualified sources of supply for tires, you must give reasons to the Procuring Contracting Officer (PCO) prior to contract award to explain why only two (2), or only one (1) source is available. Your rationale, as a minimum, shall include your methodology for qualifying/disqualifying alternate sources of supply for tires. Also, your rationale shall provide data to support any restrictions on mixing tires (e.g. a restriction that requires a single brand of tire to be used for all positions on a given axle).

(d) Indicate which of the above tires if any, are on one of the following Cooperative Approved Tire List (CATL) or Federal Specification Qualified Products Lists (QPL):

| | |
|---------------|--|
| CATL 1922 | Tires, Pneumatic, Vehicular (Highway) |
| QPL-ZZ-T-410 | Tires, Pneumatic, Industrial |
| CATL 1923 | Tires, Pneumatic, Low Speed, Off Highway |
| QPL-ZZ-T-1619 | Tires, Pneumatic, Agricultural |

If applicable, list, in the space above, the CATL or QPL number and the NSN for each tire. In the event one or more tires selected above does not have an assigned NSN, provide reasons to the PCO prior to contract award for the non-NSN tire selection over other NSN-assigned tires.

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Name of Offeror or Contractor:

(e) After contract award, you must perform Component Qualification Testing on the tires listed in (b) above. Testing will determine the suitability of tires for use on equipment deliverable under this contract and will demonstrate that mixing different tire tread designs on a single vehicle will not degrade equipment performance below the requirements set forth in the system specification.

(1) Component Qualification Test. You shall conduct all necessary qualification testing and selection of test samples under Government surveillance at locations you designate. The test shall be conducted in accordance with the Government Component Qualification Test Plan (located in the purchase description or specification) and completed within 60 days prior to government acceptance of the first production vehicles offered under this contract. You shall submit Qualification Test Reports detailing all test results in accordance with Data Item DI-T-1900 and the Contract Data Requirements List (DD Form 1423).

(b) Component Qualification Test Deficiencies. Failure of the Qualification Test tires to meet specified requirements as a result of any deficiency during or as a result of such testing shall be cause for rejection. Failure to meet specified requirements shall be prima facie evidence that all tires which the test sample represents are similarly deficient unless you furnish evidence satisfactory to the Contracting Officer that they are not similarly deficient. Any failure of a manufacturer's tires during system testing will require additional component qualification testing to be approved.

(f) In the event Component Qualification Testing is waived, you shall be responsible for certifying that all tires identified in (b) above are suitable for use on vehicles deliverable under this contract and that mixing of these tires will not degrade vehicle performance in terms of mobility, durability, ride and handling below the contract requirements.

(End of clause)

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|----|-------------|-------------------------|----------|
| 29 | 52.216-4021 | REQUIREMENTS DEFINITION | JUN/2005 |
| | (TACOM) | | |

"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

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| 30 | 52.223-4000 | ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS | SEP/1978 |
| | (TACOM) | | |

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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| 31 | 52.247-4458 | GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION | SEP/2000 |
| | (TACOM) | | |

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

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(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length_____ x Width_____ x Depth _____(expressed in inches)/Weight expressed in _____ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(ii) Number of unit packages per shipping container _____ each

(iii) Gross weight of Shipping container and contents _____ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: _____.

(ii) Number of Shipping containers per pallet/skid _____ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials _____ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(v) Gross Weight of Unit Load _____ Lbs;

[End of Clause]

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LIST OF ATTACHMENTS

SECTION J.

PLEASE NOTE - NONE OF THE EXHIBITS/ATTACHMENTS LISTED BELOW ARE WITHIN THIS DOCUMENT. YOU CAN OBTAIN THEM FROM THE TACOM WEBSITE AT <http://contracting.tacom.army.mil/comveh/AtlasII/atlasII.htm>

*** END OF NARRATIVE J 001 ***

| List of Addenda | Title | Date | Number of Pages | Transmitted By |
|--------------------|---|------|--------------------|----------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST (CDRL) A001 THROUGH A027 | | | |
| Attachment 001 | PURCHASE DESCRIPTION ATPD 2325 | | | |
| Attachment 002 | SUPPORTABILITY ANALYSIS WORKSHEET (MAINTENANCE ANALYSIS) | | | |
| Attachment 003 | SUPPORTABILITY ANALYSIS WORKSHEET (NMWR DATA SUMMARY) | | | |
| Attachment 004 | PROVISIONING DATA REQUIREMENTS WORKSHEET | | | |
| Attachment 005 | IETM REQUIREMENTS MATRIX (OPERATOR'S MAINTENANCE MANUALS AND RPSTL) | | | |
| Attachment 006 | OPERATOR'S MANUAL REQUIREMENTS MATRIX | | | |
| Attachment 007 | CONTENT/FORMAT SELECTION SUMMARY SHEET | | | |
| Attachment 008 | PUBLICATIONS REQUIREMENT | | | |
| Attachment 009 | REPAIR PARTS AND SPECIAL TOOLS LIST (RPSTL) REQUIREMENTS | | | |
| Attachment 010 | SAMPLE WARRANTY TECHNICAL BULLETIN (TB) | | | |
| Attachment 011 | DATA REQUIREMENTS WORKSHEET (LMI PACKAGING DATA PRODUCTS) | | | |
| Attachment 012 | LMI PACKAGING DATA PRODUCTS TRANSACTION FORMAT | | | |
| Attachment 013 | SYSTEM SAFETY ASSESSMENT | | | |
| Attachment 014 | PROPOSED PRICES AND TOTAL EVALUATED PRICE SPREADSHEET | | | |
| Attachment 015 | STE/ICE-R DESIGN GUIDE FOR VEHICLE DIAGNOSTIC CONNECTOR ASSEMBLIES | | | |
| Attachment 016 | SCHEDULED MAINTENANCE SPREADSHEET | | | |
| Attachment 017 | BLANK DA FORM 2408-9 | | | |
| Attachment 018 | CONTRACTOR'S WARRANTY | | | |
| Attachment 019 | TAILORED DATA ITEM DESCRIPTIONS (DIDS) | | | |
| Attachment 020 | BAILMENT AGREEMENT | | | |
| Attachment 021 | TRAINING: FORMAT FOR COST INFORMATION | | | |
| Attachment 022 | PAST PERFORMANCE QUESTIONNAIRE | | | |
| Attachment 023 | UNSCHEDULED MAINTENANCE SPREADSHEET | | | |

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | SEP/2004 |
| 2 | 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | OCT/2003 |

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

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| 3 | 52.212-1 | INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS | JAN/2006 |
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations

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and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without

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discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>)

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>)

(iii) ASSISTdocs.com (<http://assistdocs.com>)

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

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(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I dated Apr 2002) MAR/2005

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer identification number (TIN)

- [] TIN:_____.
- [] TIN has been applied for.
- [] TIN is not required because:

- [] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- [] Offeror is an agency or instrumentality of a foreign government;

- [] Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

- [] Sole proprietorship;
- [] Partnership;
- [] Corporate entity (not tax-exempt);
- [] Corporate entity (tax-exempt);
- [] Government entity (Federal, State, or local);
- [] Foreign government;
- [] International organization per 26 CFR 1.6049-4;
- [] Other _____.

(5) Common Parent.

- [] Offeror is not owned or controlled by a common parent:
- [] Name and TIN of common parent:
Name_____
TIN_____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [] is [] is not a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) [] is [] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) [] is, [] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it [] is [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it ☐ is ☐ is not a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs). The offeror represents as part of its offer that it ☐ is ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

| <u>Number of Employees</u> | <u>Gross Revenues</u> |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51 - 100 | <input type="checkbox"/> \$1,000,001 - \$2 million |
| <input type="checkbox"/> 101 - 250 | <input type="checkbox"/> \$2,000,001 - \$3.5 million |
| <input type="checkbox"/> 251 - 500 | <input type="checkbox"/> \$3,500,001 - \$5 million |
| <input type="checkbox"/> 501 - 750 | <input type="checkbox"/> \$5,000,001 - \$10 million |
| <input type="checkbox"/> 751 - 1,000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

- (A) It ☐ is ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph

| | | |
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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-06-R-0467 MOD/AMD</p> | <p style="text-align: center;">Page 109 of 144</p> |
|--|--|---|

Name of Offeror or Contractor:

(c)(1) of this provision.] The offeror represents, as part of its offer, that--

- (i) It [] is [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

- (1) Previous Contracts and Compliance. The offeror represents that--
 - (i) It [] has [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It [] has [] has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that--
 - (i) It [] has developed and has on file [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
 - (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

- (2) Foreign End Products: [List as necessary.]
- LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

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(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act.

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products: [List as necessary]

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products: [List as necessary]

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "'Buy American Act--Free Trade Agreements--Israeli Trade Act'": [List as necessary] Canadian or Israeli End Products

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "'Trade Agreements.'"

(ii) The offeror shall list as other end products those end products that are not U.S -made or designated country end products.Other End Products [List as necessary]

LINE ITEM NO.:_____ COUNTRY OF ORIGIN:_____

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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(1) ☐ Are ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have ☐ have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product: _____
Listed Countries of Origin: _____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certifica-tion(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

[End of Provision]

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(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
 Size of railcar _____
 Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--
 Size of trailer _____
 Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

6 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS JUN/2005
 (a) Definitions.
 As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person),

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any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

- (b) Certification.
 By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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| 7 | 52.204-4007 | OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE | MAR/2001 |
| | (TACOM) | | |

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

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| 8 | 52.212-4003 | ALL OR NONE--COMMERCIAL ITEM ACQUISITION | SEP/1996 |
| | (TACOM) | | |

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD

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| 9 | 52.215-4010 | AUTHORIZED NEGOTIATORS (TACOM) | JAN/1998 |
|---|-------------|-----------------------------------|----------|

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

| PERSONS AUTHORIZED TO NEGOTIATE | | |
|---------------------------------|-------|------------------|
| NAME | TITLE | TELEPHONE NUMBER |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[End of Provision]

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| 10 | 52.233-4000 | NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM | MAY/2000 |
|----|-------------|---|----------|

(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
MAIL STOP 309
Warren, MI 48397-5000

shepher1@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

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If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(end of clause)

| | | | |
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| 11 | 52.246-4037 | COMMERCIAL WARRANTY INFORMATION | OCT/1996 |
| | (TACOM) | | |

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

() Warranty data is covered in attached information sheet, entitled: _____

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

() No pass-through warranties will apply: all warranty coverage is provided and administered by us.

() Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

| | |
|---------------------|-------------------|
| COMPONENT/SUBSYSTEM | WARRANTY DURATION |
|---------------------|-------------------|

(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

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(9) What circumstances, if any, will void the warranty?

- (10) Is an extended warranty available?
- () Yes
 - () No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|---|-------------|
| 1 | 52.211-2 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | JAN/2006 |
| 2 | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE | SEP/1990 |
| 3 | 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR/1991 |
| 4 | 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR/1991 |
| 5 | 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION | JAN/2004 |
| 6 | 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW | FEB/1999 |
| 7 | 252.204-7001 | COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING | AUG/1999 |
| 8 | 52.211-1 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 | AUG/1998 |

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Clause]

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| 9 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
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The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

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| 10 | 52.232-18 | AVAILABILITY OF FUNDS | APR/1984 |
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Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

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| 11 | 52.233-2 | SERVICE OF PROTEST | AUG/1996 |
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

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| U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Associate Deputy for Contracting (Protest Coordinator) Warren, MI 48397-5000 | or | HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL |
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| Name of Offeror or Contractor: | | |

9301 Chapek Road, Rm 2-1SE3401
Ft. Blvoir, VA 22060
Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

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| 12 | 52.233-4001 | HQ-AMC LEVEL PROTEST PROCEDURES | MAY/2000 |
| | (TACOM) | | |

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the

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Name of Offeror or Contractor:

protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

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| 13 | 52.211-4047 | NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL | DEC/2004 |
| | (TACOM) | (NEGOTIATED) | |

[E

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material,including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

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Name of Offeror or Contractor:

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

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| 14 | 52.215-4003 (TACOM) | HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL) | DEC/2002 |
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(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-AMAD
East 11 Mile Road
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

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| 15 | 52.215-4404 | DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY | MAY/2002 |
|----|-------------|--|----------|

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

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| Name of Offeror or Contractor: | | |

16 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002
DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program.

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7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WH

EREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of clause]

1. The Contractor must comply with all Department of the Army Directives, AR 380-19, AMC Suppl 1 to AR 380-19 and Army Material Command (AMC) security directives, Corporate Information Office (CIO) and Directorate Intelligence Security Division, memorandums, and numbered messages. All new systems require accreditation and certification that connect to TACOM computer systems and must be approved by the

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CIO before connection is accepted. Personnel who require access to Sensitive But Unclassified (SBU) defense information because of their duties in accessing Automation Information System (AIS) equipment or software will be appropriately investigated based on the sensitivity of the Automated Data Processing (ADP) position held. ADP sensitivity designations are ADP-I for Critical-sensitive, ADP-II for Noncritical-sensitive and ADP III for Non-sensitive. Before contractor employee can obtain access to ADP hardware/software, an investigation must be completed.

2. If the contractor needs remote access to TACOM-Warren ADP systems and SBU information will be accessed during the contract, the contractor must use a National Security Agency approved method to encrypt the information if it is sent/received outside this Command. The use of a commercial Internet Service Provider for receipt of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.

3. The security measures below are consistent with Department of the Army security policies and directives and are required to protect the TACOM-Wide Network (TWNET). The goal is to ensure the confidentiality, integrity, and availability of Department of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.

4. Contractor personnel, who require access to SBU defense information because of their duties with an automated information system, will be appropriately investigated based on the sensitivity of the ADP position held. ADP sensitivity designations are ADP-I for Critical-sensitive, ADP-II for Noncritical-sensitive and ADP-III for Non-sensitive. Before assumption of duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) directly to Defense Security Service (DSS) for each individual requiring access. The contractor is responsible for providing the Electronic Personnel Security Questionnaire (EPSQ) receipt to AMSTA-CM-XSC, datafax (586) 574-6362. A copy of the SF85P or SF86 can be mailed to: Commander, U.S. Army Tank-automotive and Armaments Command, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-XSC, Warren, MI 48397-5000. The Contractor is responsible for submitting their required security investigations to the Defense Investigative Service Clearance Office (DISCO). Upon request, the contractor will provide security investigation data to Directorate, Intelligence Security Division in order that personnel can be incorporated into the TACOM-Warren Security Clearance Roster.

5. Contractor personnel assigned to ADP II positions must complete a National Agency Check (NAC) or a National Agency Check with Inquiries (NACI) and a SF 86 and FD 258 (fingerprint card). These documents must be completed before access can be granted to a Department of Army automation network. Each contractor employee must submit a SF86 in the EPSQ format. The EPSQ software can be found at www.dss.mil/epsq/index.htm. Note: Local police departments will normally take fingerprints for a small fee. An alternative is to make an appointment with the nearest DoD facility that has a Security office trained and equipped to take fingerprints.

6. Each contractor employee who has access to TACOM computers must read and sign a copy of the Automated Information System Annual Security Briefing which can be obtained from your TACOM-Warren Information Assurance Security Officer (IASO).

7. The contractor will be required to submit application forms for network access.

8. TACOM is not responsible for any commercial or proprietary information that contractor employees may divulge to competing contractors. It is the contractors responsibility to notify TACOM when their employee(s) with access to the TACOM TWNET terminate employment. It is TACOMs policy to delete the contractor employees TWNET account at the end of their employment with a contractor. However, TACOM is not responsible and has no employment relationship with contractor employees and will not be responsible for the actions of contractor employees who divulge commercial or proprietary information to others.

9. A remote connection to TACOMs systems requires an Accreditation and Certification process for each AIS. The accreditation request must be reviewed by the Information Assurance Manager (IAM) and then forwarded to the Designated Approving Authority (DAA) for final approval before connection is accepted.

10. In accordance with Department of the Army Directives, AR 380-19, and AMC Suppl 1 to AR 380-19, the contractor must have malicious code protection on the computers that are connected to the TWNET. Malicious code protection must be monitored daily for updates and immediate implementation. TACOM-Warren uses the most current version of Norton Anti-virus software and McAfee Anti-virus software. The contractor must report any malicious code problems or thefts of equipment, software, or code to the TACOM-Warren IASO and IAM.

11. The contractor must:

- (1) Secure the computer equipment and information associated with this contract in a locked office or container, and locked building. Ensure only personnel designated to work on this contract have access to the computer equipment and information.
- (3) Ensure that Foreign Nationals do not have access to this equipment and information.
- (4) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to protect the contracts associated equipment and information at the contractor location. A short description and facility diagram shall be included.

12. Upon completion of the project/contract, the contractor will notify the TACOM-Warren IASO.

[End of Provision]

18 52.215-4502 PARTNERING

APR/1999

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering

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process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

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| 19 | 52.219-4005 | SUBMISSION OF SUBCONTRACTING PLAN | FEB/1999 |
| | (TACOM) | | |

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

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| 20 | 52.245-4003 | USE OF EXISTING GOVERNMENT-OWNED PROPERTY | MAR/1984 |
| | (TACOM) | | |

(a) Any offeror desiring to use on a rent-free basis existing facilities, special test equipment and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as Government-owned property and property), including that desired for use by anticipated subcontractors, in the performance of work under any contract resulting from this solicitation must submit as a part of its response hereto a listing of the facilities, special test equipment, and special tooling to be used. Each listing shall set forth the following for each item of property:

(1) description;

(2) location;

(3) identification of the facilities contract or other instrument under which property already in the possession of the offeror is held;

(4) identification of the contract item(s) which the property will be used to produce;

(5) amount of use in months of performance of the resulting contract. (The number of months to be set forth shall be inclusive of the first and last month the listed property is to be utilized, as well as all intervening months such property will be available for use whether it will be actually used or not. Fractional portions of a month shall be counted as a full month. There shall also be set forth the inclusive dates by month and year corresponding to such number of months.);

(6) amount of rent which would be charged if rent-free use were not permitted, calculated in accordance with the provision of

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this solicitation entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY. (In accordance with that provision, there shall be set forth the acquisition cost, as therein defined, the rental rate applied, and, where the property will be used concurrently in two or more contracts, the amounts of the respective uses in sufficient detail to support proration of rent and the measurement unit used in such proration. For facilities (except real property and rights therein, buildings, structures, and improvements) there shall also be set forth the applicable Federal Supply Classification Code Number and the age of the item as that term is used in said provision).

(b) The offeror must submit with his response hereto the written permission of the Contracting Officer having cognizance of the property in the possession or control of the offeror or his proposed subcontractor for use of that property in performance of any resulting contract without charge. If such Contracting Officer refuses to grant such permission, the offeror shall immediately notify the Procuring Contracting Officer of this Command (Telephone the buyer at the number given on the SF 33 (page 1 of this solicitation)).

(c) In the event any offeror requesting rent-free use of government-owned property fails to comply with the above requirements, its offer may be rejected as nonresponsive.

(d) Only Government-owned property identified as required by paragraph (a) of this provision, for which permission required by paragraph (b) of this provision has been obtained, shall be authorized for rent-free use in the performance of any contract resulting from this solicitation. Such property shall only be authorized for rent-free use for the period designated by the offeror in the solicitation. Use of additional property, notwithstanding any option exercised for increased quantities, or use of property for a further period of time, shall not be authorized unless permission for such use is obtained from the Contracting Officer cognizant of the property and either rent calculated in accordance with FAR 45.403 is charged or the contract price is reduced by an equivalent amount. The contract price shall not be reduced nor rent charged if the use of such property is made beyond the period designated in the solicitation, and such use is due to an excusable delay as defined in paragraph (c) of the DEFAULT clause of this contract.

(e) Each offeror must make the determination that such facilities, special test equipment and/or special tooling requested for use on a rent-free basis are available for use, that sufficient production capacity exists, and that the requested property is suitable and adaptable to offeror's needs. Offeror must assume full responsibility for these determinations without recourse to adjustment of the contract price or contract delivery schedule; provided, however, that if any such property is or becomes accountable under a facilities contract wherein the Contracting Officer cognizant thereof does terminate or limit the contractor's right to use Government-owned property which has been authorized for use in the performance of this contract, the Contractor shall be entitled hereunder to an appropriate equitable adjustment in the contract price or delivery schedule, or both, to the extent the termination or limitation of use causes an increase in the cost of, or time for, performance of the contract.

(f) The Contractor may be required to enter into and execute a separate facilities contract governing the use, responsibility, and accountability for Government property it selects and is authorized to use in connection with the performance of any contract resulting from this solicitation. The facilities contract will contain provisions conforming with current applicable regulations and the terms and conditions of this solicitation.

(g) Existing Government-owned facilities will not be moved into plants of contractors for use in the performance of this contract.

(h) Any authorized rent-free use of property shall be subject to the evaluation factors set forth in the provision of this solicitation entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(i) Rent-free use of property is not authorized for performance on Foreign Military Sales (FMS) cases. The offeror's price for FMS items shall include the appropriate rental charge.

[End of Provision]

ATLAS II SECTION L: PROPOSAL INSTRUCTIONS AND CONTENT

L.1 PROPOSAL INSTRUCTIONS AND CONTENT

L.1.1 The offeror shall submit two hard copies and an electronic version of their proposal concurrently as specified in L.1.1.1 through L.1.1.3 below. All proposal information must be in the English language. The written portion of the proposal shall include a volume for each factor of the evaluation, and a volume for the following information:

- a. One copy of SF 1449 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed.
- c. Small/Small Disadvantaged Business Subcontracting Plan. This does not apply to U.S. Small Business firms.

L.1.1.1 Proposal Delivery Procedures (Paper and Electronic). Paper proposals will not be accepted at the TACOM Bid Lobby depository. The hardcopy paper and over-packed electronic versions (L.1.1.2) of your proposals will be required to go through a screening process prior to delivery to the Bid Lobby Depository. When your delivery service arrives at the main gate (11 Mile Road entrance) your proposal will be routed to building 249 receiving dock. Your delivery service will receive instructions and directions to Building 249 from TACOM security police upon arrival. Upon arrival at the receiving dock your delivery service representative must request that the

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receipt be date/time stamped. The receiving dock employees don't date/time stamp as a normal business activity. That date/time receipt will be the official time of delivery of your proposal per FAR 52.215-1 "Instructions to Offerors - Competitive Acquisitions" and FAR 53.214-7 "Late Submissions, Modifications and Withdrawals".

L.1.1.2 Electronic Proposal: Identical electronic versions of your paper proposal shall be submitted for Volumes 1-6. Each Volume, including Attachments, shall be submitted in separate CD ROMs to facilitate Government review, and shall be readable on an IBM PC or compatible system running Microsoft Windows 95 or higher. File format must be compatible with Microsoft Word 97. For the Price Factor Volume, spreadsheets shall be in Excel or Excel readable format. The electronic version must be over-packed with the paper version.

L.1.1.3 Hardcopy Proposal: Font size must be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. Use standard 8.5 X 11 sized paper except single foldout pages up to 17 X 11 may be used. Number each page and provide an index with each volume. The complete set of volumes will be accompanied by a cover letter (letter of transmittal) prepared on the Companys letterhead. The number of pages of each separate volume shall be sent to the Bid Room, clearly labeled and in a separate binder as follows:

Volume 1 - Technical Factor
Volume 2 - Logistics Factor
Volume 3 - Logistics Past Performance
Volume 4 - Price
Volume 5 - Small Business Participation
Volume 6 - SF 1449, RFP Sections A - K

L.1.1.4 Notwithstanding the information contained on the TACOM Procurement Network Website concerning electronic proposal submission, we will not accept e-mail or datafax offers.

L.1.1.5 In the event of a conflict between the electronic and hardcopy proposals, the hardcopy proposal will take precedence.

L.1.1.6 Proposal Submission Guidance. The offeror's proposal/offer, as required by this section, will be evaluated as set forth in Section M of this solicitation. In addition to the general requirements of the solicitation provision FAR 52.215-1 (Alt 1), your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal.

L.1.1.7 Offerors are advised that employees of the firms identified below may serve as technical advisors or Source Selection Evaluation Board members in the source selection process. These individuals will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on the subject acquisition and from scoring or ranking of proposals or recommending the selection of a source. These individuals will not be voting members of the Source Selection Evaluation Board or participate in scoring or ranking proposals or recommending a selection.

Technical Advisor Information:

SRS Technologies
2225 Old Emmorton Road
Bel Air, MD
Phone Number: (410) 569-4433

Primary Point of Contact: Mr. John McCarthy E-mail: *HYPERLINK "mailto:jmccarthy@aberdeen.srs.com" jmccarthy@aberdeen.srs.com

L.1.1.7.1 In accomplishing their duties related to the source selection process, the aforementioned firms may require access to proprietary information contained in the offerors' proposals. Therefore, pursuant to FAR 9.505-4, these firms must execute an agreement with each offeror. To expedite the evaluation process, each offeror must contact the above companies to effect execution of such an agreement prior to submission of proposals. Each offeror shall submit copies of the agreement with their proposal. The Contracting Officer will make sure that these agreements are properly executed.

L.1.1.8 Accordingly, offerors are encouraged to contact the Contracting Office via email in order to request an explanation of any aspect of these instructions.

L.1.1.9 Demonstration Vehicle (DV). In addition to your written proposal, the offeror is required to deliver one Demonstration Vehicle (DV) to Aberdeen Test Center (ATC), Aberdeen Proving Grounds (APG), MD, no later than 15 days after the proposal closing date. The vehicle shall be your proposed ATLAS II or the commercial model that you are proposing to modify to meet ATLAS II Purchase Description (PD) requirement. The DV will be used to verify, where necessary, data provided in the paper proposals and assess levels of risk associated with meeting critical ATLAS II performance requirements. The Government intends to use the DV to verify technical capabilities, including transportability, material handling and mobility, and logistics support capabilities identified in your paper proposal. Offerors shall identify in writing the extent to which the submitted DV will be able to demonstrate compliance with the requirements of the RFP. This will include a number of hours (up to 200) over the Durability Course, PD figure A-2, if you state your DV as delivered is capable of meeting this requirement.

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The Contracting Officer will notify the offeror in writing within one week after the Request for Proposal closes when the vehicle is to be delivered. Failure to deliver the DV as directed by the Contracting Officer may result in rejection of your proposal.

Following delivery, the offeror will be required to provide a technical representative, who is experienced in the operation and support of your vehicle. The technical representative shall provide operator and Preventative Maintenance Checks and Services (PMCS) familiarization training to ATC personnel at time of delivery. This familiarization training will include instruction addressing the following: operational safety, vehicle operation to include vehicle capabilities and limitations, use of all vehicle controls, instrumentation (gauges, warning lights, etc.) and all required daily, weekly and monthly service requirements. Offerors shall provide 16 hours over two days to conduct this training for up to 10 Government personnel. The technical representative must be proficient in all aspects of operation and maintenance of the vehicle. This technical representative will also serve as a point of contact for the vehicle, in case of technical difficulties, and shall provide his contact information to the receiving personnel at ATC at time of delivery. If technical assistance is required, due to vehicle failure experienced during demonstration, the offeror must respond to the Governments request for technical assistance (troubleshooting, parts, repairs, etc.) within 24 hours of the request. Failure to provide the technical and parts assistance within 24 hours may result in discontinuation of the test, return to the offeror of the DV, and rejection of the proposal The contractor will be authorized admittance for up to 3 technical service and support personnel at the test site when vehicle repairs are necessary. The Government will provide any heavy equipment (lifts, cranes, etc) necessary to perform repairs on the DV.

The vehicle shall remain at ATC during the demonstration, estimated to be no longer than 6 weeks. Once the evaluations of the demonstrations are completed, the Contracting Officer will notify the offeror in writing when the vehicle is available for pick up. The vehicle will be available for the contractor to ship back to his facility, at his own expense, in an "as is" condition.

These requirements shall be subject to the terms of the Commercial Vehicle Bailment Agreement at Attachment 20. Failure to timely provide a vehicle may form the basis for rejection of the offer.

L.1.1.10 In order to ensure the vehicles are safe to test to the performance requirements specified in the RFP, it is required that the demonstration vehicle meet certain basic design requirements. The contractor will provide data that conclusively demonstrates that the demonstration vehicle meets the following:

| TEST | TEST PARAGRAPH |
|----------------------------------|----------------|
| a) Forklift structure | 4.1.8 |
| b) ROPS and FOPS* | 4.3.20.1 |
| c) Boom overload strength | 4.3.11.7 |
| d) Carriage and fork overload | 4.3.12.5 |
| e) ITSDF B56.6 Stability testing | 4.3.2 |

Offerors who are assessed as failing to conclusively demonstrate to the satisfaction of the Government that the DV is safe to test against the RFP requirements, will have the submitted DV returned without any demonstration and its proposal rejected.

* At the Contractors option, this test may be performed on an equivalent frame as allowed by SAE J1040 and J231, or provide a certified test report showing that the test was already performed on an equivalent ROPS/FOPS installation. Correspondence from ROPS and FOPS manufacturer shall be included with the report stating that the ROPS and FOPS are certified for the ATLAS II.

L.2 VOLUME 1 FACTOR 1: TECHNICAL The Technical proposal will consist of both the demonstration vehicle and the written proposal. Clearly state in your written proposal, at the beginning of each technical sub-factor and/or element, the level of performance the DV provided to the government will achieve and the level of performance to be provided in the proposed ATLAS II. The written proposal must address the modifications required to meet the performance for the offered ATLAS II beyond that demonstrated by the DV.

There are three sub-factors in the Technical Area: System Technical Performance, Survivability, and Modeling and Simulation - Durability and Endurance Analysis. The Technical Volume shall be subdivided into three parts to address these sub-factors. The technical data, documentation, and supporting rationale shall be complete, specific, and support your technical approach to meeting the requirements in the Purchase Description (PD) for the sub-factors described below. Under technical factors where credit for performance beyond the required up to the desired is being credited, the offeror shall identify any performance proposed for the offered Atlas II beyond the required levels.

L.2.1 Sub-factor 1: System Technical Performance. The elements under System Technical Performance are: Air Transportability, Mobility, Material Handling and System Maturity. Table L-1 lists the performance requirements which will be evaluated in your proposal.

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Table L-1. Technical Evaluation: Evaluated Performance Requirements and the corresponding PD paragraphs.

| AIR TRANSPORTABILITY | | MOBILITY | | MATERIAL HANDLING | |
|-----------------------|--------------|-----------------------------|------------------------|-------------------|--------------|
| Requirement | PD Paragraph | Requirement | PD Paragraph | Requirement | PD Paragraph |
| Prep For Air On C-130 | 3.5.1.1 | Stability | 3.3.2 | Fork Reach | 3.3.12.8 |
| Weight | 3.5.1 | Longitudinal Gradeability | 3.3.3 | Fork Carriages | 3.3.12 |
| Weight Per Axle | 3.5.1.1 | Fuel Inter-Operability | Certificate 3.5.2 | Visibility | 3.3.20.3.1 |
| Dimensions | 3.5.1 | Maintainability | 3.6.5 | | |
| | | Engine Power & Speed Rating | Certificate 3.3.14.1.1 | | |
| | | Engine Emissions | Certificate 3.3.14.1.2 | | |
| | | Fuel System | 3.3.14.3 | | |
| | | Transmission | 3.3.15 | | |

SYSTEM MATURITY performance evaluation will be done in accordance with paragraph L.2.1.4

L.2.1.1 Element 1: Air Transportability: Describe how the offered ATLAS II will meet the specific air transportability requirement of PD paragraph 3.5.1 and 3.5.1.1 as well as its ability to meet the desired performance. Describe the dimensions of your vehicle. Include the minimum operating height, the reduced height (if applicable), the width, length, weight, weight per axle, reducibility and carriage transport in terms of time, number of soldiers and tools, equipment, lift assets required. If disassembly is required to meet the time for preparation for air transportability, the offeror shall provide a written procedure and the time to complete the procedure as well as validating data that substantiates the procedure. The offeror shall also identify any tools needed for disassembly.

L.2.1.2 Element 2: Mobility: Describe how the offered ATLAS II meets the mobility requirements in the purchase description as well as any desired mobility characteristics you intend to provide. Your proposal should address the following:

a. Drive Train Performance: Address the integration of components which meet the drive train performance requirements as specified below:

(1) Address how the diesel engine, transmission, transfer case, axles, service brakes and emergency brakes interact to meet the requirements of travel speed, PD paragraph 3.3.6, longitudinal gradeability, PD paragraph 3.3.3, and brakes, PD paragraph 3.3.7. Address the provisions made to incorporate a Tier III engine, PD paragraphs 3.3.14, 3.3.14.1.1 and 3.3.14.1.2.

(2) Provide engine performance curves using diesel fuel showing net and gross horsepower, torque curves, parasitic loads, and fuel economy; and engine-transmission match curves, including torque converter performance curves, and manufacturers specification sheets. Overlay performance projections using JP-8 fuel on each of these curves to illustrate any loss in horsepower/performance when using JP-8, JP-5, Jet-A, and Jet-A1 fuel, PD paragraph 3.5.2. Provide any information related to design/integration considerations that were taken into account for your selected engine to be compatible with JP-8, JP-5, Jet-A, and Jet-A1 fuel and still be able to meet the gradeability requirements in PD paragraph 3.3.3. Provide information from engine supplier to show their approval for use of JP-8, JP-5, Jet-A, and Jet-A1 fuels.

Provide manufacturers specification sheets for the engine, transmission, transfer case, tires and axles selected for your proposed ATLAS II and describe what design/integration considerations were taken into account to select these components. Provide information from transmission, transfer case, tire and axle suppliers to show their approval for use of the selected components for use in your ATLAS II.

(3) Provide a discussion of the adverse impact that JP-8 will have on your engine, both current EPA certified engine and future EPA certified engine, and what will be your effort to overcome these impacts. Please state whether the engine is classified as an on or off-road engine.

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b. Operating Requirements: Provide data demonstrating that your offered ATLAS II meets the following operational requirements in the purchase description, and provide as a minimum the following information:

(1) Provide calculations that demonstrate the ability of your proposed design to meet the static stability, full circle turn dynamic stability, longitudinal dynamic stability, and longitudinal gradeability requirements of the PD. PD paragraphs 3.3.2.1, 3.3.2.2.1, 3.3.2.2.2, and 3.3.3.

(2) Provide information that demonstrates that your vehicle meets the fuel system requirement, PD paragraph 3.3.14.3.

L.2.1.3 Element 3: Material Handling: Provide data demonstrating that your offered ATLAS II meets the material handling requirements in the PD as well as any desired material handling capabilities you intend to provide. Your proposal shall address the following:

a. Fork Reach capabilities as required by the PD paragraph 3.3.12.8 and 3.3.12.4.3.

b. Fork Carriage interchange capabilities as required by PD paragraph 3.3.12.

c. Visibility per PD paragraph 3.3.20.3.1. Also provide drawings to show the full area of visibility available, (desired 360 degree visibility), from the operator position with the forklift carriages in travel position. Describe the operators view beyond the front, rear, and both sides of the vehicle, and show that these views allow for safe backing and turning maneuvers and safe operation of the vehicle at its maximum speed. Show the area to the sides and rear of the ATLAS II that is visible in the rearview mirrors.

L.2.1.4 Element 4 System Maturity: Describe the extent to which your proposed vehicle system as it currently exists, meets the material handling fork reach requirements, PD paragraph 3.3.12.8, mobility, PD paragraph 3.3.2 Stability, including sub paragraphs and 3.3.3 Longitudinal gradeability, and transportability, PD paragraph 3.5.1 including subparagraphs and any desired performance under these paragraphs you intend to provide.

a. If a prototype or production model of the vehicle system being offered currently exists (as of your proposal submission date), provide any test data that demonstrates conformance of the vehicle system to the PD requirements listed in L.2.1.4.

b. If your proposed vehicle system does not currently exist in a prototype or production representative form, describe any modifications necessary to meet the PD requirements listed in L.2.1.4. Also, describe the sub-systems that will be integrated to provide a vehicle system that meets the requirements of the PD listed in L.2.1.4. Provide test data, at the highest level of integration achieved that demonstrates conformance of the sub-systems to the PD requirements listed in L.2.1.4. Provide information that supports the overall approach on the engineering design and integration of these sub-systems into a vehicle system that meets the PD requirements listed in L.2.1.4.

L.2.2 Sub-factor 2: Survivability

L.2.2.1 The Army has a requirement for every ATLAS II forklift be adaptable to a configuration that meets the additional level of crew protection identified in the Purchase Description (PD), paragraph 3.8.

L.2.2.1.1 Provide your design approach to meeting the crew protection requirements identified in the ATLAS II PD paragraph 3.8. Include sketches, engineering drawings and design details of the crew protection "A" and "B" kits.

L.2.2.1.2 Provide an analysis of the impact of the Crew Protection Kit on the offered ATLAS II as follows:

a. Provide an analysis of the weight of the proposed crew protection kit for your vehicle (use 32 lbs per square foot for armor and 35 lbs per square foot for transparent armor). Your estimate shall detail the sq ft. of armor and transparent armor needed for each side, front, back, top and bottom of the operators compartment.

b. Provide your proposed performance degradation anticipated to the offered Atlas II in the PD paragraphs identified in Paragraph L.2.1 above.

c. Address the maintainability impact on the vehicle resulting from meeting the wartime armor requirement. The maintainability impact shall be limited to the maintenance actions described under the Logistics Factor (scheduled maintenance & maintainability analysis)

L.2.2.1.3 Address the time to convert your vehicle from peacetime to wartime (fully armored). Provide an explanation of the time, procedures and tools necessary to install and remove the proposed crew protection kit.

L.2.3 Sub-factor 3: Modeling and Simulation (M&S) - Durability and Endurance Analysis.

a. Offerors shall describe how critical components (primary focus is on boom and carriage) of the offered vehicle will meet or exceed the durability requirements of the Purchase Description (PD), as demonstrated by the durability test specified in PD paragraph

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4.6.6 Endurance. Provide engineering analyses with support documentation including test data, models, model results and inputs, and subroutines as necessary to demonstrate the ability of the vehicle to meet the durability requirements of the PD. Describe how the proposed system deviates from the Demonstration Vehicle (DV) as it pertains to the loads, material, construction, and stress.

b. Offerors may demonstrate the ability to successfully complete the durability test by providing a test report for the vehicle offered conducted or verified by an independent third party. Deviations from the durability course specified in PD paragraph 4.6.6 shall be identified and an analysis shall be provided that supports a correlation of the test results.

c. Offerors who cannot demonstrate through test data that the durability requirement will be met may use modeling and simulation to satisfy this proposal requirement. In support of the proposal offerors who do not provide system level test data corresponding to the proposed ATLAS II operations on test courses specified in PD paragraph 4.6.6, shall provide the following at a minimum:

(1) Detailed Finite Element Model (FEM) of critical ATLAS II boom and carriage components to determine regions of high stress. A report of the construction of the FEM, assumptions made, and interpretation/post processing of the results shall be provided as well as contour plots of the regions of interest. Offerors shall submit a working FEM in one of the following formats I-DEAS, NASTRAN, ABAQUS, LS-DYNA, or ANSYS.

(2) System-level multi-body dynamics model that includes individual components and joints for suspension and material handling sub-systems control subroutines as appropriate. A report of the construction of the dynamics model, assumptions made, and interpretation/post processing of the results shall be provided. Offerors shall submit a working dynamics model in one of the following formats Design Analysis for Dynamic Systems (DADS), LMS Virtual Lab Motion, or MSC Automatic Dynamic Analysis of Mechanical Systems (ADAMS). In lieu of a system-level multi-body dynamics model a documented test program and results verified by an independent third party may be described.

(3) Test or M&S generated vertical, lateral, and longitudinal accelerations gathered from dynamics model runs that are necessary to provide input conditions for your FEM analysis of critical components (primary focus is expected to be boom and carriage). The generated data should include results that correspond to ATLAS II operations on test courses specified in the PD. Describe the method used to verify or validate the accuracy of the loads and accelerations if they were not directly measured on a representative system of the required course.

Engineering analysis that incorporates dynamics model results or independent third party verified test data in conjunction with FEM results to identify locations (primary focus critical carriage and boom components) where durability may be a concern. This analysis should be presented in terms of a fatigue life prediction correlating ATLAS II operations on test courses specified in PD. Although it is possible to perform such analyses without the use of computer aided techniques and software, oversimplification of the expected load spectrum is often required to facilitate such an analysis. One example of this type of software to perform computer-aided analysis is nCode FE-Fatigue. Other fatigue analysis software packages that rely on similar underlying theory may be utilized. A report shall be provided that describes the method used in determining the load spectrum, the fatigue load relative to the allowable load, and the confidence level predicted.

L.3 VOLUME 2 FACTOR 2: LOGISTICS

There are two sub-factors within the Logistics Factor: Maintenance Burden and Supportability. Maintenance Burden has three elements: Scheduled Maintenance, Diagnostics, and Maintainability Analysis. Supportability has two elements: Commonality of Components and Parts and Technical Service Support.

L.3.1 Sub-factor 1: Maintenance Burden: The Army requires an ATLAS II that minimizes the logistics and maintenance burden on the Army and the soldier supporting the ATLAS II. The Armys strategy for reducing the logistics and maintenance burden for the ATLAS II includes the following: 1) increasing system reliability which will reduce unscheduled maintenance actions, 2) increasing intervals between scheduled maintenance services, 3) improving on board diagnostics and prognostics capabilities 4) assuring all field level maintenance tasks (scheduled and unscheduled) can be easily performed by maintenance support personnel (accessibility), 5) using the minimal number of tools (common and special tools), and 6) applying the principles of Performance Based Logistics (PBL) when ever possible through-out the ATLAS II life cycle. Maintenance Burden consists of the following: Scheduled Maintenance, Diagnostics and Maintainability Analysis.

L.3.1.1 Element 1: Scheduled Maintenance. Describe how you plan to meet the requirements for scheduled maintenance in PD paragraph 3.6.5. Provide the detail required by attachment 16 for each of the listed scheduled maintenance tasks required to support your vehicle for a period of one year based on 2000 hours of operation. Identify all parts (quantities and cost), man-hours required to perform each task on Attachment 16. Offerors shall also provide the Attachment 16 information for any scheduled maintenance task not listed, with an annual maintenance manhour requirement greater than 5 hours or an annual cost of \$50 or more. Offerors shall substantiate the tasks, intervals, parts and required hours proposed by providing data and documentation such as historical commercial practices taken from a vehicle or sub-system manufacturers commercial maintenance manual. Offerors shall include a discussion comparing the estimated military usage above to the average commercial usage and the impact on the scheduled maintenance tasks and their frequency. An offeror who is basing the estimates on a similar commercial item shall provide data from the based vehicle (e.g., manual pages). If the commercial data is not available for the offered ATLAS II, the offeror shall provide an explanation of how the tasks, intervals, parts and hours were estimated. Refer to the example on Attachment 16 for additional guidance. This spreadsheet will identify lube and Preventive Maintenance Scheduled Services tasks in hours.

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L.3.1.2 Element 2: Diagnostics. Describe what diagnostic features are offered with your proposed system, including all embedded diagnostic capabilities, i.e., Built in Test/Built in Test Equipment (BIT/BITE) and identify all conditions that are measured. Describe the troubleshooting concept, to include diagnostic/prognostic strategy for your proposed system and the major sub-systems: (engine, transmission, hydraulics). Describe in detail the method of diagnosing malfunctions using any combination of the following: embedded diagnostics, automated using external test equipment or manual testing using external test equipment. Describe the diagnostics/prognostics available in your standard commercial vehicles and any additional diagnostics/prognostics capabilities that will be included in your offered ATLAS II.

L.3.1.3 Element 3: Maintainability Analysis. Modular design is defined as the design of major components/assemblies for ease of removal and replacement. Provide narrative technical instructions for removal and replacement of the following major components: Engine and Transmission. Include preparation time as well as required maintenance times for the removed sub-systems and all common and special tools required to perform the selected task. If your approach to engine and transmission removal requires that they are removed as a Power Pack, also list the time required to separate the two components. Offerors shall substantiate the tasks, tools and required hours proposed for removal and replacement of the engine and transmission providing data and documentation such as historical commercial practices taken from a vehicle or sub-system manufacturers commercial maintenance manual. If the commercial data is not available for the offered ATLAS II, the offeror shall provide an explanation of how the tasks, and hours were estimated. If the estimate is based on an existing commercial vehicle provide the commercial data for the existing vehicle and a discussion of the similarities of the vehicle to the ATLAS II in terms of removal and replacement of engine and transmission. (Refer to Attachment 23 for an example using the current ATLAS, 3930-01-417-2886)

Note: Special Tools are defined for this evaluation as any tool not found in the General Mechanics Tool Kit or the Common Tools Set #1 or #2. Refer to the LOGSA website http://weblog.logsa.army.mil/sko/sko_scnm_query.cfm for General Mechanics Tool Kit and Common Tool Sets information.

L.3.2 Sub-factor 2: Supportability. The Army requires supportability for the ATLAS II system. The Army conducts operations in areas of the world with austere infrastructures and little or no host nation support. Therefore, the government desires a vehicle supportable with common components currently in the government supply system and with a global network to supplement its organic support capabilities. This support consists of all parts and technical services to be provided within the Continental United States (CONUS) and Outside Continental United States (OCONUS). There are two elements under the Supportability Subfactor: Element 1 is Commonality of Components, and Element 2 is Parts and Technical Service Support.

L.3.2.1 Element 1: Commonality of Components. The Army requires global support for the ATLAS II. The system will be provisioned to induct new items of supply into the DoD Supply System, however, it is advantageous to the Army for offerors to select major components of supply for their proposed ATLAS II vehicle that are already part of the Army inventory system. Items currently in the supply system supporting multiple military systems reduce the logistics footprint. Identify the extent to which the engine, transmission, front axle, and rear axle of your offered ATLAS II also support other military systems, and identify those military systems which your selected components are supporting. Offerors who propose to introduce new items to the Army Logistics System are encouraged to explain any benefits the Army obtains from the new item that would offset the increase in the Logistics burden (e.g., increased reliability, enhanced performance, reduced cost, etc). Offerors should utilize the Defense Logistics Information Service capabilities at <https://www.webflis.dlis.dla.mil/WEBFLIS/Default.asp> for determining if these items are in the Army supply system.

L.3.2.2 Element 2: Parts and Technical Service Support

L.3.2.2.1 Describe your global part and technical service support system for your customers for the locations listed below, specifically differentiating the extent that the system currently exists versus proposed/planned. Include the following: density of identical/similar equipment supported in each area, extent to which parts for the offered ATLAS II are currently being stocked/provided in each location, method for receiving orders from customers for parts and technical service support, method for providing parts and technical service support to the customers, payment methods, and established timeframes for fulfilling urgent/high priority, or routine orders.

| | |
|------------------|--------------------|
| CONUS*: | OCONUS*: |
| Fort Lewis, WA | Afghanistan Kuwait |
| Fort Hood, TX | Bosnia Philippines |
| Fort Stewart, GA | Colombia Iraq |
| | Bulgaria Korea |
| | Hawaii |

(Note: The list of locations above is a representative sample of locations within each of the US Strategic Commands Areas of responsibility and is not limiting or indicating the future locations of ATLAS II deployments.)

L.3.2.2.2 If your global parts and technical service support system includes a dealership network, provide a list of the location of dealers, warehouses and distribution centers available for spare parts support for the locations listed above specifically differentiating the extent that the system currently exists versus proposed/planned. Explain how your existing or proposed service network provides technical support for your worldwide customers. Describe what qualifies a dealership (including the individual

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technical service representatives) to service your equipment. Provide a listing of your dealerships that have trained personnel and the extent that these personnel are currently providing support or are trained and capable of providing support to the proposed ATLAS II in the locations identified in L.3.2.2.1 above.

L.4.1 VOLUME 3 FACTOR 3: LOGISTICS PAST PERFORMANCE

- a. The offeror is required to provide the following under this subfactor:
1. Briefly describe your proposed performance (i.e. work the prime will perform; work any logistic subcontractor(s) will perform). State, if, as a prime, you have an established working relationship with your proposed logistics subcontractor for this contract.
 2. For prior logistics contracts which are considered recent and relevant to the logistic portion of Section C Statement of Work, include in Volume 3 the information specified in L.4.1.a through L.4.1.e.
 3. Additionally, for each contract identified above, issue a past performance questionnaire in accordance with the instructions in paragraph h. below. The Offeror shall see the instructions in paragraph h. requesting early submission of certain Past Performance information.
 4. Recent/Relevant Contract Information: The offeror shall identify and submit no more than 7 of the most recent/relevant Contracts for each of the Prime and each (if any) significant subcontractors. Recent contracts are those with any performance occurring within the three years prior to the date this RFP was issued. Offerors can demonstrate the relevance of their Past Performance by focusing on the following specific efforts and their similarity to the requirements of this solicitation:

- (i) Development of MIL-STD-40051 Department of Army Technical Manual (DATM) Operators manual
- (ii) Development of CCSS Repair Parts and Special Tools (RPSTL) TMs
- (iii) Development of Interactive Electronic Technical Manuals (IETMs)
- (iv) Development of Diagnostics within the IETM in order to utilize the test and measurement capabilities of the MSD and EMS IETM with electronic subsystems (and the engine) on the end item supported by the IETM.
- (v) Development of Provisioning Data
- (vi) Development of New Equipment Training Materials
- (vii) Development of Maintenance Analysis
- (viii) Development of Packaging Data

For each of your recent/relevant past contracts, provide the following information:

- (a) Contract Number
- (b) Contract type
- (c) Award Price/Cost
- (d) Original delivery schedule
- (e) Final, or projected final delivery schedule
- (f) For other than firm fixed price contracts, the estimated or target cost and the actual cost
- (g) Your (or your logistic subcontractors) CCR, CAGE and DUNS numbers
- (h) Government contracting activity address, telephone number, and e-mail
- (i) Procuring Contracting Officer's (PCO's), name, telephone number and e-mail
- (j) Government contracting activity technical representative, or COR, telephone number and e-mail or if known, the government point of contact for the logistics deliverables.
- (k) Government contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer
- (l) Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation
- (m) For the listed contracts, your self-assessment must address the technical quality of the effort provided; timeliness of performance; cost control; and customer satisfaction. Identify any quality awards or recognition received. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures taken to avoid such problems in the future.

b. Cancellations and Terminations: Identify any recent contracts, which have been terminated or that are in the process of being terminated, or cancelled for any reason, in whole or in part (regardless of whether its requirements were/are similar to this solicitation). Include prime contracts, contracts under which you were a subcontractor and any of your logistics subcontractors

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contracts. Provide the information requested in L.4.1.a above for any of these contracts. If there were no cancellations or terminations, state that.

c. Corporate Entities: If any contract listed above was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort.

The offeror shall also provide the above requested information for any proposed logistic subcontractor who will perform a significant portion of the effort. Offerors must also describe in detail the work each subcontractor will perform. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

d. Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also, provide similar information to that identified above for those contracts that these key personnel were involved in with those previous employers.

e. Predecessor Companies: If you, or your logistic subcontractor, only has relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.

f. Contacting References: Offerors are advised that the Government may contact any of the references that the offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

g. Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a "higher risk" rating to your proposal, or reject your proposal if we do not receive the information requested.

h. Questionnaires: A past performance questionnaire is provided at Attachment 22. For the contracts described in L.4.1.a, the Offeror shall send a copy of the past performance questionnaire directly to the federal, state or local government agency which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at campanes@tacom.army.mil no later than five days before the solicitation closing date (See Block 9 of the Standard Form 1449 of the cover page to this solicitation).

In addition, the offeror is requested to prepare and submit to the Contract Specialist within twenty two days of posting of the final RFP, a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the contract specialist via email at campanes@tacom.army.mil and shall contain the following information prepared in the following format:

- (1) Contract Number / Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)
- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer

L.5 VOLUME 4 FACTOR 4: PRICE

L.5.1 The Price volume shall be provided in both hardcopy and electronic (on CD-ROM) formats, to expedite Government review of the proposals. Provide any supporting narrative in Microsoft Word format. All files should be read-only.

L.5.2 The offeror shall provide all proposed prices in solicitation Attachment 14 (Proposed Prices and Total Evaluated Price), and include that in the Price Volume. That spreadsheet includes all CLINs in Section B. Do not enter the prices in Section B of the solicitation. When the offeror electronically enters all proposed prices in Attachment 14, using Microsoft Excel, the total evaluated price is automatically calculated (and shown) in that electronic file. With its offer, the offeror shall include the completed electronic version of Attachment 14, in Microsoft Excel, with all the original formulas still embedded in the file. The Price volume shall also include all information indicated below. All amounts in Attachment 14 and in the Price Volume shall be in U.S. dollars.

L.5.2.1 Exchange rate information: Price and all elements of cost are to be stated in United States (U.S.) dollars only, for both the

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prime contractor and any potential subcontractors. The Offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.

L.5.2.2 CLINs for ATLAS Vehicles (CLINs 0101AA, 0101AB, 0201AA, 0301AA, 0401AA and 0501AA): The Offeror shall submit a top-level cost breakdown to support each proposed ATLAS II vehicle unit price. The top-level breakdowns shall show the following dollar amounts for the prime offeror:

- Direct Material
- Subcontracts
- Direct Labor Cost (Also state the estimated direct labor hours per vehicle.)
- Other Direct Cost (Also provide an itemized breakdown of what is included in the estimated Other Direct Cost per vehicle, by name/description of cost item and associated dollar amount.)
- Overhead
- General & Administrative
- Profit
- Total Unit Price (Sum of the above)

L.5.2.3 Costs for Survivability Requirements: The Government intends to perform trade-off analysis for the following ATLAS II survivability requirements that are included in this solicitation and in your proposal. They are:

1. Electromagnetic Interference (EMI) Emissions and Susceptability, PD paragraph 3.3.16.7.1
2. Near Strike Lightning (NSL), PD paragraph 3.3.16.7.3
3. High Altitude Electromagnetic Pulse (HEMP)/Electromagnetic Environmental Effects (E3), PD paragraphs 3.3.16.7, 3.3.16.7.2 and 3.3.16.7.4; and
4. Nuclear Biological and Chemical (NBC) Contamination Survivable (with the exception of CARC paint), PD paragraph 3.2.5

During the proposal evaluation process the Government intends to identify the cost for meeting these unique military requirements, and to propose to the ATLAS II user-representative that the survivability requirements be traded-off to procure additional ATLAS II forklifts from the requirements type contract.

Offerors are instructed to separately and specifically identify the price differentials (due to higher- priced parts, additional labor, etc.) that are included in their proposal for each of the above four items. Provide the per-vehicle price differential included in CLIN 0101AA, 0101AB, 0201AA, 0301AA, 0401AA and 0501AA. (For example, for CLIN 0101AA the offeror shall separately provide the per-vehicle price to meet item 1 (Electromagnetic Interference (EMI) Emissions and Susceptability, PD paragraph 3.3.16.7.1), the per-vehicle price to meet item 2, the per-vehicle price to meet item 3, and the per-vehicle price to meet item 4.)

The Government will provide a summary of these costs to the user and coordinate a decision on what can/can't be traded-off to procure additional ATLAS II forklifts.

The final survivability requirements will be identified and highlighted in the PD and be applicable to offerors Final Proposal Revisions (FPRs) for the ATLAS II. All savings realized from the trade-offs will be used to procure additional ATLAS II forklifts.

L.5.2.4 Training Class CLINs: For CLINs (shown on Attachment 21) covering training classes, provide information to support each proposed price, in the format provided as Attachment 21 to this solicitation.

L.5.2.5 Add-On Armor Kits: For CLINs 0106AA, 0204AA, 0304AA, 0404AA and 0504AA, provide a top-level cost breakdown to support each proposed unit price. The top-level breakdowns shall show the following dollar amounts for the prime offeror:

- Direct Material
- Subcontracts
- Direct Labor Cost (Also state the estimated direct labor hours per kit.)
- Other Direct Cost
- Overhead
- General & Administrative
- Profit
- Total Unit Price (Sum of the above)

L.5.2.6 Data Items: Provide a table showing the estimated direct labor hours for the prime contractor, and show any estimated direct labor hours for subcontractors, for each separately-priced data CLIN: A009, A010, A011, A013, and A027. Show the hours by CLIN.

ALSO NOTE: If offerors do not provide a price for ELIN A027, the government has the right to exclude the contractor from consideration for award.

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L.5.2.7 Technical Representative Services CLINs: For CLINs 0207AA, 0207AB, 0207AC, 0307AA, 0307AB, 0307AC, 0407AA, 0407AB, 0407AC, 0507AA, 0507AB, and 0507AC in the Price Volume break down each proposed price per man-day into the following elements:

- Direct Labor Cost
- Other Direct Cost
- Indirect Cost
- Profit
- Total price per man-day (sum of the above)

L.5.2.8 If necessary, the Government reserves the right to request additional price or cost information to aid in its evaluation of price reasonableness.

L.6 VOLUME 5 FACTOR 5: Small Business Participation:

L.6.1 Small Business Participation

This provision applies to every offeror, regardless of size status or location of its facility or headquarters.

a. All offerors, including offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns would be utilized as first-tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined 1) in FAR 19.001 and 2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

If the prime offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the offerors own participation, as a SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MI will also be considered small business participation for the purpose of this evaluation. In this event, the extent the prime offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

Regarding small business concern participation, offerors shall address anticipated subcontracting based on the offeror receiving a single 5 year requirements contract in the estimated/total quantities specified in Section L, Price Area. The Subcontracting Plan shall further be consistent with the offerors projected work accomplishment as detailed in the offerors proposal in response to RFP Paragraph L 19. The required information shall be identified in a table format substantially in accordance with the following example:

| BASE YEAR | | |
|------------------------------|----------------------------|--------------------------------|
| BUSINESS CATEGORY | DOLLAR AMOUNT (ALL SUBKs)* | PERCENTAGE OF SB PARTICIPATION |
| Total Subcontracting (LB+SB) | \$43M | 100.0% |
| SB | \$10M | 23.3% (\$10M of \$43M) |
| SDB | \$2.15M | 5.0% (\$2.15M of \$43M) |
| WOSB | \$2.36M | 5.5% (\$2.36M of \$43M) |
| VOSB | \$0.3M | 0.7% (\$0.3M of \$43M) |
| SDVOSB | \$0.1M | 0.2% (\$0.1M of \$43M) |
| HUBZONE SB | \$1.0M | 2.3% (\$1.0M of \$43M) |
| HBCU/MI | \$0.15M | 0.4% (\$0.15M of \$43M) |

*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.

b. All offerors, regardless of size, are to provide (individually for each base year and for each option/out year (if any), the names of small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and /or HBCU/MI); a short description of the specific services to be provided or components to be produced by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially a follows:

| BASE YEAR | | | |
|------------------|----------------|-----------------|---------------|
| NAME OF SMALL | SMALL BUSINESS | DESCRIPTION OF | |
| BUSINESS CONCERN | CLASSIFICATION | PRODUCT/SERVICE | TOTAL DOLLARS |
| ABC Co. | SB | Wire | \$0.50M |

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| ABC Co. | SB | Plating | \$0.75M |
| EFG Inc. (Prime Offeror) | SB, WOSB, VOSB | Circuit Cards | \$1.20M |

c. As defined below, offerors shall also provide the following:

(1) Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three [3] calendar years. Firms that have never held a contract incorporating FAR 52.219-9, shall so state.

(2) All offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 52.219-0, shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing (1) a description of the offerors performance, over the past three [3] calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract, over the past three [3] years, which included FAR 52.219-8, the offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

*** END OF NARRATIVE L 001 ***

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EVALUATION FACTORS FOR AWARD

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|-----------------------------|-------------|
| 1 | 52.247-51 | EVALUATION OF EXPORT OFFERS | JAN/2001 |

(a) Port handling and ocean charges -- other than DoD water terminals. Port handling and ocean charges and tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment will be used in the evaluation of offers.

(b) F.O.B. origin, transportation under Government bill of lading.

(1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the f.o.b. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) of this clause) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.

(2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) below to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.

(3) Ports of loading shall be considered as destinations within the meaning of the term F.O.B. DESTINATION as that term is used in the F.O.B. ORIGIN clause of this contract.

(c) F.O.B. port of loading with inspection and acceptance at origin.

(1) Offers shall be evaluated on the basis of the lowest laid down cost to the Government at the overseas port of discharge via methods compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the price to the United States port of loading (see paragraph (c)(2) of this clause), shall be the port handling charges at the port of loading and ocean shipping cost from the port of loading and the ocean shipping cost from the port of loading (see paragraph (d) below) to the overseas port of discharge.

(2) Unless offers are applicable only to F.O.B. origin delivery under Government bills of lading (see paragraph (b) above), offerors shall designate below at least one of the ports of loading listed in paragraph (d) of this clause as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

PLACE OF DELIVERY: _____

[Offerors insert at least one of the ports listed in paragraph (d) of this clause.]

(d) Ports of Loading for evaluation of offers. Terminals to be used by the Government in evaluating offers are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DOD water terminal.) For shipments to Europe or Southwest Asia, the port is Charleston, SC, for evaluation purposes. For shipments from the West coast (e.g., to Korea), the port is Concord, CA for evaluation purposes. Ocean and Port Handling charges for evaluation purposes are determined using data found at <http://www.sddc.army.mil/public/Global+Cargo+Distribution/>

(e) Ports of loading nominated by offeror. The ports of loading named in paragraph (d) of this clause are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.-flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offers only for those items scheduled in this provision for delivery during the ice-free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S.-flag vessels only. Additional U.S. port(s) of loading nominated by offeror, if any:

(f) Price basis. Offeror shall indicate whether prices are based on --

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- * Paragraph (b), f.o.b. origin, transportation by GBL to port listed in paragraph (d);
- * Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d));
- * Paragraph (e), f.o.b. origin, transportation by GBL to port nominated in paragraph (e); and/or
- * Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).

[End of Provision]

ATLAS II SECTION M BASIS OF AWARD

a. Selection of Successful Offeror. The government plans to award a firm fixed price, five year requirements contract for vehicle production and related services and data as a result of this solicitation. The objective of the All Terrain Lift, Army System (ATLAS) II Program is to acquire an all terrain forklift that provides the Best Value to the government when evaluated in accordance with the criteria described below. The Best Value process is a process to select the most advantageous and reasonable proposal assessed as acceptable.

b. In addition to the written proposal, the government will require each offeror to deliver a Demonstration Vehicle (either their proposed ATLAS II, or the commercial vehicle with/without the required modifications required to meet the Armys ATLAS II requirements) for examination, limited test and evaluation by the government. Demonstration vehicles will be delivered to Aberdeen Test Center (ATC) no later than 15 days after proposal closing. The demonstration vehicles will be used to; validate information offerors provide in their paper proposals, evaluate risk associated with required modification of commercial forklifts needed to meet Purchase Description performance, reliability and durability requirements. The Demonstration Vehicle will also be used to validate logistics data provided in your proposal.

c. Evaluation. The government will weigh the merits in Technical, Logistics, Logistics Past Performance and Small Business factors against the evaluated price to determine which proposal, in its judgment, represents the best value. As part of the trade-off determination of best value, the relative strengths, weaknesses, and risks of each proposal will be considered.

d. Rejection of offers. The government may reject any proposal which (i) merely offers to perform work according to the RFP terms or states the offeror is able to comply, without elaboration, or (ii) is unrealistic in terms of technical or schedule commitments, reflects an inherent lack of technical competence, or indicates a failure to comprehend the complexity and risks involved or (iii) is unrealistically high or low in Price.

e. Risk Assessment. The government will assess the capability of each offeror in five factors: Technical, Logistics, Logistics Past Performance, Price, and Small Business. (See M.1.1 below.) The government will assess the risk of successful performance. For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:

f. Proposal Risks. Proposal Risks are those risks associated with an offerors proposed approach in providing goods and/or services in accordance with the terms and conditions of the contract. Terms and conditions include, for example, the performance, quality, and timeliness requirements of the contract. The government will consider the following, and may take into account, other relevant considerations, when it assesses risk: (i) the feasibility and probability of the approach meeting specific requirements of the solicitation, (ii) the adequacy, precision, and clarity of the analysis techniques, including rationale, and (iii) the general quality of the proposal, including, for example, understanding of the requirement, completeness and thoroughness of the proposal. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Technical Factor, Logistics Factor, Logistics Past Performance Factor, Price Factor, and Small Business Participation Factor.

g. Performance Risks. Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offerors record of past and current performance. The SSEB will assess performance risk in the Logistics Past Performance Factor and the Small Business Participation Factor.

h. Contractor Responsibility And Eligibility For Award. To be eligible for award, you must be determined responsible by the Contracting Officer. A pre-award survey may be used to aid in this determination. The government will award a contract to the offeror that: represents the best value to the government, submits a proposal that meets all the material requirements of this solicitation, and meets all the responsibility criteria at FAR 9.104. To make sure that you meet the responsibility criteria at FAR 9.104, the government may arrange a visit to your plant and perform a pre-award survey or ask you to provide financial, technical, production, or managerial background information. If you do not provide the government with the data requested within 7 days from the date you receive the request, or if you refuse a government visit to your facility, the government may determine you non-responsible. If the government visits your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for the team to review.

i. Determination of Responsibility. Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the government may assess the offerors financial and

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management capabilities to meet the solicitation requirements. Accordingly, the government reserves the right to reject an offeror who cannot satisfy the governments requirements as set forth in this RFP. The government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$100,000 per performance period or if the subcontracted work is critical to the whole) to aid the Procuring Contracting Officer (PCO) in the evaluation of each offerors proposal and ensure that a selected contractor is responsible. No award can be made to an offeror who has been determined to be not responsible by the PCO.

M.1.1 SOURCE SELECTION CRITERIA AND THEIR RELATIVE IMPORTANCE.

M.1.1.1 Best Value Evaluation

- a. To determine the best value, the government will evaluate the following factors, subfactors and elements:

FACTOR 1 TECHNICAL

SUBFACTOR 1: System Technical Performance

- Element 1: Air Transportability
- Element 2: Mobility
- Element 3: Material Handling
- Element 4: System Maturity

SUBFACTOR 2: Survivability

SUBFACTOR 3: Modeling and Simulation (M&S) Durability and Endurance Analysis

FACTOR 2 LOGISTICS

SUBFACTOR 1: Maintenance Burden

- Element 1: Scheduled Maintenance
- Element 2: Diagnostics
- Element 3: Maintainability Analysis

SUBFACTOR 2: Supportability

- Element 1: Commonality of Components
- Element 2: Parts and Technical Service Support

FACTOR 3 LOGISTICS PAST PERFORMANCE

FACTOR 4 PRICE

FACTOR 5 - SMALL BUSINESS PARTICIPATION

- b. Technical is more important than Logistics. Logistics is more important than Logistic Past Performance. Logistic Past Performance is more important than price. Price is more important than Small Business. Per FAR 15.304(e) when combined, the non price factors are significantly more important than price.

- c. The Price Factor and non-Price Factors of each proposal will be evaluated. The non-price factors combined are significantly more important than Price. However, the closer the offerors evaluations are in the non-price factors, the more significant Price becomes in the decision. The fact that Price is not the most important consideration does not mean that it may not be the controlling factor: 1) in circumstances where two or more proposals are considered equal; 2) when an otherwise superior proposal is unaffordable; or 3) when strengths of a higher rated, higher priced proposal are not considered to be worth the price premium.

- d. Evaluation of Desired Technical Requirements: The government will assess the risk of the offeror not being able to meet what has been proposed based on both what has been demonstrated as well as information that has been incorporated into the written proposal. The evaluations of the Desired requirements will be reflected in the rating for the element under which the Desired requirements fall. The Desired requirements are listed below according to priority, with highest priority given the most consideration during evaluation. Demonstrated levels of Desired requirements will be rated more favorable than equivalent levels of performance that are only substantiated in the written portions of the proposal. Consideration may be given for proposed performance above the required level up to the Desired level of performance.

M.2 FACTOR 1: Technical

The offerors technical approach will be assessed in each of the subfactors and elements described below. The required performance levels specified in the PD represent the governments minimum requirement and must be met. There are also desired levels of performance, identified as such in the PD, and in Table M-1 below, which the government desires to have incorporated on the ATLAS II system. Offerors will not be given credit for exceeding any required performance level other than those specified in Table M-1, except to the extent that exceeding the required may reduce the risk of meeting the required. The government will be evaluating both the offerors written proposal and the verification of data included in the paper proposal resulting from vehicle demonstration. In the Technical

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area, there are three sub-factors: The sub-factors are: System Technical Performance (sub factor 1), Survivability (sub-factor 2), Modeling and Simulation (M&S) Durability and Endurance Analysis (sub-factor 3). Sub-factor 1 is more important than Sub-factor 2 which is more important than Sub-factor 3.

The government will evaluate the offerors written proposal and prepare a narrative risk assessment of the ability of the offered vehicle to meet the required performance requirements and any proposed performance exceeding the required up to the desired (for performance specified in Table M-1 only) set forth in the Purchase Description. The offerors technical approach will be assessed in each of the sub-factors and elements described below.

M.2.1 Sub-factor 1: System Technical Performance.

The government will evaluate each offerors proposal and prepare a narrative risk assessment based on the probability that the offerors system will achieve the ATLAS II required performance capabilities and any proposed performance exceeding the required up to the desired (for performance specified in Table M-1 only). The elements under System Technical Performance are: Air Transportability, Mobility, Material Handling and System Maturity. Each element is approximately equal in importance as described below.

a. Evaluation of Desired Technical Requirements: The government will assess the risk of the offeror not being able to meet what has been proposed based on both what has been demonstrated as well as information that has been incorporated into the written proposal. The evaluations of the Desired requirements will be reflected in the rating for the element under which the Desired requirements fall. The Desired requirements are listed below according to priority, with highest priority given the most consideration during evaluation. Demonstrated levels of Desired requirements will be rated more favorable than equivalent levels of performance that are only substantiated in the written portions of the proposal. Consideration may be given for proposed performance above the required-level up to the Desired level of performance.

Table M-1. Desired Performance Requirements for Technical Factor under System Technical Performance Sub-factor

| ELEMENT | PD PARAGRAPH | REQUIREMENTS | REQUIRED | DESIRED |
|----------------------|-------------------|--|------------------|------------------|
| Air Transportability | 3.5.1 And 3.5.1.1 | Preparation For Air* | 1 Hour | 0 Hours |
| | | Weight Of Vehicle | 33,500 Lbs. | 29,000 Lbs. |
| | | Vehicle Dimensions | 102 Inch High | |
| | | | 96 Inch Wide | |
| Material Handling | 3.3 And 3.3.20.3 | Visibility For Seated Operator | 173 Degrees | 360 Degrees |
| | | Load/Unload With Container On Ground Or On M871/M872 | 20 Ft. Container | 40 Ft. Container |
| Mobility | 3.3.14.3 | Fuel Economy | 2.5 Gallon/Hr | 1.9 Gallon/Hr |

* Air Transportability on C-130, with 1 hour of preparation allowed, is required. The ability to drive/roll-on/off of C-130 with no disassembly for unpaved runway landing is desired.

b. Credit will not be given for exceeding the desired performance requirements, although proposed capabilities beyond the performance may reduce the assessed risk in meeting the specified capabilities. For example, if an offeror proposes to achieve a reach of 45 feet (vs. a desired requirement of 40 feet), the proposal will be evaluated only against the desired requirement of 40 feet. However, the demonstrated ability to reach 45 feet will reduce the risk of meeting the 40 feet requirement

c. Risk: The government will assess the risk of the offerors ability to meet the desired requirements proposed. This, along with the extent to which the requirement is proposed, will be reflected in the risk rating for the element under which the characteristic falls.

d. If an offeror is awarded a contract, all of the offerers proposed desired performance capabilities will be incorporated into the contract.

M.2.1.1 Element 1 Air Transportability: The offerors proposal will be assessed, and a risk level will be assigned indicating the governments evaluation of the probability that the offered Atlas II will meet the transportability requirements of the purchase description (paragraphs 3.5.1 and 3.5.1.1), as well as any performance beyond the required up to the desired transportability requirement as specified in Table M-1. To be assessed as an excellent proposal, the offered Atlas must include performance meeting the desired performance requirement in transportability.

M.2.1.1.2 Element 2 - Mobility: The offerors proposal will be assessed, and a risk level will be assigned indicating the governments evaluation of the probability that the offered Atlas II will meet the required mobility requirements of the purchase description, and any proposed performance exceeding the required up to the desired (for Mobility performance specified in Table M-1 only). To be assessed

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as an excellent proposal, the offered ATLAS II must include performance meeting the desired performance requirement in Mobility.

M.2.1.1.3 Element 3 - Material Handling: The offerors proposal will be assessed, and a risk level will be assigned indicating the governments evaluation of the probability that the offered ATLAS II will meet the required material handling requirements of the purchase description, and any proposed performance exceeding the required up to the desired (for Material Handling performance specified in Table M-1 only). To be assessed as an excellent proposal, the offered ATLAS II must include performance meeting both the desired performance requirements in Mobility.

M.2.1.1.4 Element 4 - System Maturity: The offerors proposal will be assessed, and a risk level will be assigned, indicating the Governments subjective evaluation of the probability that based upon the demonstrated system maturity of the proposed ATLAS II vehicle system, the offerors ATLAS II will successfully meet the PD requirements of the contract, including any proposed performance above the required level.

A proposed ATLAS II system which is (a) based on an existing configuration with few or no design changes and (b) has been credibly demonstrated to achieve PD required performance and any proposed performance exceeding the required up to the desired (for performance specified in Table M-1 only) on an integrated system level basis will generally be considered very low risk.

A proposed ATLAS II system that is either:

a. an assemblage of components which have not previously been integrated and for which little or no ATLAS II system level test/performance data exists, or;

b. based on a proven integrated system design but changes to the baseline design invalidate, in whole or in part, the credibility of existing test/performance data of the integrated system; will be assessed as having progressively higher system maturity risk.

M.2.2 Sub-factor 2: Survivability

The offerors proposal will be assessed, and a risk level will be assigned, indicating the governments subjective evaluation of the probability that the offerors ATLAS II will successfully meet PD crew protection requirements (PD paragraph 3.8) of the contract, with minimal performance degradation in mission critical areas. To evaluate operational performance degradation when the proposed ATLAS II is in its full crew protection configuration, the government will simulate performance by adding the projected weight of the crew protection kit to the Demonstration Vehicle (DV) during selected performance and endurance tests. The assessment will also include evaluation of the simplicity of installation in terms of the amount of time and tools needed, and the impact on maintainability.

M.2.3 Sub-factor 3: Modeling and Simulation (M&S) Analysis Durability and Endurance

The offerors proposal will be assessed, and a risk level will be assigned indicating the Governments subjective assessment of the probability that the offered item will meet the durability and endurance requirements of the PD paragraph 4.6.6. A proposal based on an actual conduct of the endurance test on the durability course as specified figure A-2 in the PD, in which the proposed item meets or exceeds the requirement, is verified by an independent third party, and the Governments investigation is absent of contradictory evidence will be considered very low risk for meeting the durability requirement. Further, proposals will be assessed as follows:

a. The results from the Finite Element Model(s) (FEM(s)) will be reviewed to determine or confirm the regions of high stress vs. material allowable within the critical components (primary focus is expected to be boom and carriage) of the ATLAS II. Special attention will be paid to the offerors design approach as it relates to minimizing the probability of failure in the design. The FEM(s) will be assessed for their level of complexity, proper construction, and utility for determining critical areas within the analyzed components or structures; additional analysis may be performed by the government if it is determined to be necessary.

b. The test or M&S data used as input for the FEM and fatigue life evaluation of critical components will be reviewed and evaluated to determine the degree to which the data are a credible representation of the offerors ATLAS II system and the appropriateness and correctness of the method and technique in which the data are utilized in the analysis process. For an evaluation of test data, the risk assessment will consider the similarity of the tested item to the offerors proposed ATLAS II, the test courses to the test courses specified in PD paragraph 4.6.6, conditions for which data were collected, and the test data acquisition and processing techniques, including independent third party validation of the test. For an evaluation of M&S generated data, the risk assessment will consider fidelity of the system-level multi-body dynamics model and any model validation data that may be offered.

c. Test trials will be conducted on the durability test course (PD 4.6.6). Individual trials will consist of operation transporting 6,000 lbs. test load and operation transporting a 10,000 lbs. test load. Vehicles will be instrumented to collect data required to validate offerors M&S and to provide insights into design robustness. Test duration will be sufficient to collect required data and observe vehicle endurance characteristics.

After reviewing the offerors proposal and performing additional analyses as necessary, an evaluation of risk will be assigned based on the likelihood that the ATLAS II will meet the durability and endurance requirements specified in the PD.

M.3 FACTOR 2: LOGISTICS.

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The Logistics evaluation will be based on information received in the written proposal. The Demonstration Vehicle will be examined to validate the information contained in the written proposal. Logistics has two sub-factors; Maintenance Burden and Supportability which are approximately equal in importance.

M.3.1 Sub-factor 1 Maintenance Burden. The government will evaluate the offerors proposal and prepare a narrative risk assessment based on the probability that the offerors system will minimize the maintenance burden on the Army units and maintain a high rate of system readiness. Maintenance Burden has three elements; Scheduled Maintenance, Diagnostics and Maintainability Analysis. Scheduled Maintenance is more important than Diagnostics and Diagnostics is more important than Maintainability Analysis.

M.3.1.1 Element 1: Scheduled Maintenance. We desire a vehicle that requires the least amount of scheduled maintenance. Using the data provided by the offeror in attachment 16, the government will establish an annual manhour and cost requirements for the performance of scheduled maintenance for the offered system. Offerors whose data is unsubstantiated in whole or in part will be assessed as higher risk for achieving the proposed annual reduction of the scheduled maintenance burden. A current vehicle credibly offering lower annual scheduled maintenance manhour and cost requirements than the ATLAS I is reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution. Proposals that are not credibly substantiated or whose annual manhour and cost requirements for scheduled maintenance are higher than the ATLAS I will generally be considered to impose a progressively higher maintenance burden on the Army.

M.3.1.1.2 Element 2: Diagnostics. We desire an ATLAS II with the embedded capability to diagnose the greatest number of mission essential fault conditions and reduce the use of external test equipment (either manual or automated). A proposed ATLAS II offering completely embedded diagnostic capability for the three major vehicle subsystems (engine/ transmission/hydraulics) and that offers some prognostics is reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution.

M.3.1.1.3 Element 3: Maintainability Analysis. We desire a vehicle designed for ease of removal and replacement of major components/assemblies (engine and transmission). We will compare your task times, tools (common and special) and accessibility for removing and replacing the engine and transmission to the current system (ATLAS I, NSN 3930-01-417-2886). An offeror whose proposal is assessed as credibly achieving a reduction in R&R time from the ATLAS I with no special tools will be considered to minimize the maintenance burden on the army units and will generally be considered a superior solution.

M.3.2 Sub-factor 2: Supportability. Supportability has two elements; Commonality of Components and Parts Support and Technical Service Support. Commonality of Components is more important than Parts Support and Technical Service Support. The government will evaluate the offerors proposal and prepare a narrative risk assessment based on the following:

- a. Selection of components for your proposed ATLAS II that are currently in the government Supply System.
- b. Demonstrated and/or planned ability of the offeror to credibly provide global repair parts availability, and technical service network consisting of dealerships that employ technical service representatives certified by the manufacturer.

M.3.2.1 The use of common components and a global parts support capability which currently exists for the ATLAS II, and is successfully operating, will generally be considered a superior solution. Proposed solutions that require more extensive changes/additions to the governments or offerors existing part support system may be considered as having progressively higher risk of credibly providing the required global parts support. The government will also evaluate the offerors proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the offeror to credibly provide timely global technical services support for the ATLAS II. A technical service network consisting of dealerships that employ technical service representatives who are certified by the ATLAS II manufacturer and are immediately available to assist Army units at the locations listed in L.3.2.2.1. for timely service support, will generally be considered a superior solution. Progressively higher risk of providing timely global technical service support may be assigned to offerors having either no, or few, dealerships which offer technical service representatives certified by the manufacturer.

M.3.3 Element 1: Commonality of Components. Adding new components to the Army Supply System increases the Armys overall logistic footprint. The government desires an ATLAS II that introduces a minimal additional burden to the Army Logistics System. The government will evaluate the offerors proposal and prepare a narrative assessment of the extent of the additional Army Logistics burden created if any of the following major components are not supported by the government supply system: engine, transmission, front axle, and rear axle. The government will consider the offerors explanation of any benefits the Army obtains from the new item that would offset the increase in the Logistics burden.

M.3.3.1 Element 2: Parts Support and Technical Services Support. The government will evaluate the Offerors proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the Offeror to credibly provide global repair parts availability for ATLAS II parts in accordance with Military Standard Requisition and Issue Procedures (MILSTRIP) Issue Priority Group (IPG) delivery requirements (urgent IPG I requisitions processed and shipped within 2-3 days of receipt, high priority IPG II within 5 days, and maximum of 10 days for routine IPG III.). A parts support capability, which currently exists, and is successfully operating and can meet the MILSTRIP IPG delivery requirements, for significant densities of identical or similar equipment to the ATLAS II will generally be considered a superior solution. Proposed solutions that require greater or more extensive changes/additions to the Offerors existing part support system or cannot respond with MILSTRIP delivery standards may be considered as having progressively

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higher risk of credibly providing the required global parts support.

The government will evaluate the Offerors proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the offeror to credibly provide real time global technical service support for the ATLAS II. A technical service network consisting of dealerships that employ technical service representatives who are certified by the ATLAS II manufacturer, are currently providing technical service support to significant quantities of equipment identical/similar to the offered Atlas II, and are immediately available to assist Army units at the locations listed in L.3.2.2.1, for real time, hands-on service support will generally be considered a superior solution. Progressively higher risk of providing real time global technical service support may be assigned to offerors having either no, or few, dealerships which offer technical service representatives (certified by the ATLAS II manufacturer) on a real time service support basis.

M.4 FACTOR 3: LOGISTICS PAST PERFORMANCE

M.4.1 Logistics Past Performance The assessment of Past Performance will be based on the offerors and logistics subcontractors (if applicable) current and past record of contract performance within the last three years and the relevance of those contracts, as it relates to the probability that the offeror will successfully accomplish the required logistic effort. When addressing performance risk, the government will focus its inquiry on the offerors and logistics subcontractors record of performance as related to the ATLAS II logistics program requirements including;

- a. Technical: Conformance to specifications and standards of good workmanship
- b. Schedule: Adherence to delivery schedules, program schedules, and problem solving ability.
- c. Business Relations: Responsiveness, reasonableness, cooperative behavior, communicative behavior, and commitment to customer satisfaction.

M.4.1.2 A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

M.4.1.3 In evaluating each offerors performance history, the government will look at the offerors delivery performance, and that of the logistics subcontractor, against the contracts original delivery schedule unless the delay was government caused. Schedule extensions that were the fault of the offeror, or a proposed subcontractors fault, even if consideration was provided, will be counted against the offeror. The government will also evaluate general trends in past performance, including demonstrated corrective actions.

M.4.1.4 Additionally, the offeror may be evaluated based on other internal government or private source information. While the government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the offeror.

M.5. FACTOR 5: PRICE

- a. The Price Factor evaluation will consider the total evaluated price. The assessment of total evaluated price will include an assessment of the reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.
- b. The total evaluated price amount will be used in the trade-off evaluation. The total evaluated price amount shall include all CLINs and options. The total evaluated price amount for an Offeror shall use (for evaluation purposes only) the quantities on Attachment 14, and shall be calculated per Attachment 14. For calculation of the First Destination transportation charges, Attachment 14 uses the simple average of the prices proposed per zone, multiplied by the total estimated quantity per year.

M.6 SMALL BUSINESS PARTICIPATION

- a. The government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars that the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MIs) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.
- b. The evaluation will include the following:

(1) the extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the

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offeror if it is a U.S. small business concern);

(2) the complexity of the items/services to be furnished by U.S. small business concerns;

(3) an assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offerors proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9; and (c) Offerors are advised that they will be evaluated, under the Small Business Participation Area, based upon the risk, and extent, of the offeror credibly achieving the governments goals for U.S. small business concern participation. The statutory U.S. government goals for small business participation are: 23% small business, 5% small disadvantaged business, 5% woman-owned small business, 3% HUBZone SB, 3% veteran-owned small business and 3% service disabled veteran-owned small business. Goals for evaluation include (1) U.S. small business concern participation of 23% or more; (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services of extreme complexity.

*** END OF NARRATIVE M 001 ***